

REDEVELOPMENT PLAN
FOR THE
1993 VICTOR VALLEY REDEVELOPMENT PROJECT

December, 1993

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EXHIBITS

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EXHIBIT C
EXHIBIT D**

**PROJECT AREA MAP
LEGAL DESCRIPTION
PROJECT IMPROVEMENTS LIST
DIAGRAM ON OPEN SPACE**

**REDEVELOPMENT PLAN
FOR THE
1993 VICTOR VALLEY REDEVELOPMENT PROJECT**

SECTION I. (100) INTRODUCTION

This is the Redevelopment Plan for the 1993 Victor Valley Redevelopment Project Area ("Project Area") located in the County of San Bernardino (the "County") which encompasses land area that falls within the legislative jurisdictions of the Cities of Hesperia and Victorville, the Town of Apple Valley, and land area which is unincorporated and falls under the jurisdiction of ~~the County~~ of San Bernardino ("Participating Jurisdictions"). The Project Area encompasses land located within the Participating Jurisdictions' boundaries that are generally contiguous with George Air Force Base (the "Air Base") and are not part of an existing redevelopment project area. The properties within the Project Area are immediately adjacent to or in proximity of the Air Base and contain deteriorated properties, inadequate infrastructure and blighting conditions that require the powers and tools of redevelopment to solve, or are required to effectively redevelop the Project Area.

This Redevelopment Plan consists of the text (Sections 100 through 1100), the Redevelopment Plan Map (Exhibit A), the legal description of the Project Area boundaries (Exhibit B), a listing of the proposed redevelopment project improvements (Exhibit C) and the Diagram on Open Space (Exhibit D).

This Redevelopment Plan has been prepared by the Victor Valley Economic Development Authority ("VVEDA") pursuant to the California Community Redevelopment Law of the State of California (Health and Safety Code Section 33000, et seq.), the California Constitution and all applicable laws and ordinances. Specific provisions of the California Community Redevelopment Law (Section 33320.5) provide the authority for the legislative bodies of the communities having territory within, adjacent to, or in proximity of the Air Base to create a joint powers agency to effectuate the redevelopment of the Air Base and certain properties within eight (8) miles of the boundaries of the Air Base. It provides VVEDA with powers, duties and obligations to implement and further the program generally formulated for the redevelopment, rehabilitation, and revitalization of the Project Area. VVEDA's prime purpose and function as a joint powers authority and in the adoption of this Redevelopment Plan is to provide the mechanism and funding to: (1) acquire the Air Base and facilitate the successful reuse of the property; (2) ensure that adequate access exists to and from the major transportation systems and the Air Base; and (3) promote economic development within the area surrounding the Air Base. This Redevelopment Plan does not present a specific plan for the redevelopment, rehabilitation and revitalization of any area within the Project Area. Instead, it establishes a process and framework for implementation.

This Redevelopment Plan is based upon the 1993 Preliminary Plan and adopted by VVEDA.

SECTION II. (200) GENERAL DEFINITIONS

The following definitions will be used generally in the context of this Redevelopment Plan unless otherwise specified herein:

- A. "VVEDA" means the Victor Valley Economic Development Authority.
- B. "VVEDA Board" means the governing body of the Victor Valley Economic Development Authority.
- C. "Air Base" means the George Air Force Base.
- D. "Annual Work Program" means that portion of VVEDA's annual budget that sets forth programs and goals to be accomplished by VVEDA during the fiscal year.
- E. "County" means the County of San Bernardino, California.
- F. "Disposition and Development Agreement" means a contractual agreement between a developer and VVEDA that sets forth terms and conditions for redevelopment.
- G. "Impacted Area" means that area inclusive of the Air Base encompassed within eight miles of the boundaries of the Air Base.
- H. "Joint Powers Agreement" means the Agreement whereby the Cities of Hesperia and Victorville, the Town of Apple Valley, and the County of San Bernardino agreed upon and formed a joint powers authority whose purpose is to plan for the use and reuse of the Air Base and certain areas in proximity to the Air Base, to acquire, own, maintain and operate a civil aviation facility.
- I. "Map" means the Redevelopment Plan Map, attached hereto as Exhibit A.
- J. "Method of Relocation" means the method or plan adopted by VVEDA pursuant to Section 33352.(d) of the Redevelopment Law for the relocation of families persons and businesses to be temporarily or permanently displaced by actions of VVEDA.
- K. "Owner Participation Agreement" means a contractual agreement between VVEDA and a property owner or tenant which sets forth terms and conditions for redevelopment.
- L. "Participating Jurisdictions" means those legislative jurisdictions that are a party to VVEDA's Joint Powers Agreement.
- M. "Person" means an individual(s), or any public or private entities.

- N. "Project Area" means the 1993 Project Area territory this Redevelopment Plan applies to as shown on Exhibit A.
- O. "Redevelopment Law" means the California Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000 et seq.) as it now exists or is hereafter amended.
- P. "Redevelopment Plan" means the Redevelopment Plan for the 1993 Victor Valley Redevelopment Project Area.
- Q. "State" means the State of California.
- R. "Tax Increment Revenues" means moneys allocated or paid to VVEDA derived from each of the following sources: (a) that portion of taxes levied upon assessable property within the Project Area allocable pursuant to Article 6 of Chapter 6 of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State, and received by VVEDA, as incremental taxes subject to the exclusions and exceptions set forth in Section 702; and (b) reimbursements, subventions, including payment to VVEDA with respect to personal property within the Project Area pursuant to Section 16110, et. seq., of the Government Code of the State, or other payments made by the State with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes.

SECTION III. (300) PROJECT AREA BOUNDARIES

The boundaries of the 1993 Project Area are illustrated on the map attached hereto and incorporated herein as Exhibit A. The legal description of the boundaries of the Project Area is as described in Exhibit B attached hereto and incorporated herein.

SECTION IV. (400) REDEVELOPMENT PLAN GOALS

VVEDA's prime purpose and function in the adoption of this Redevelopment Plan is to provide the mechanism and funding to: (1) acquire the Air Base and facilitate the successful reuse of the property; (2) ensure that adequate access exist to and from the major transportation systems and the Air Base; and (3) promote economic development within the area surrounding the Air Base. Therefore, implementation of this Redevelopment Plan is intended to achieve the following goals:

1. To pursue the successful reuse and development of the Air Base and its facilities.
2. To assist the Participating Jurisdictions in pursuing programs for job retention and job creation.

3. To assist the Participating Jurisdictions in pursuing programs for economic development and economic diversification.
4. To provide tools that will assist in the pooling of resources by the Participating Jurisdictions so that they can better attack the problems of blight elimination, improvement of the infrastructure and expansion of the region's economic base.
5. To provide adequate roadways, to correct street alignment problems, to eliminate road hazards and to provide adequate access to freeways.
6. To eliminate and prevent the spread of blight and deterioration and to conserve, rehabilitate, and redevelop the Project Area in accordance with the Redevelopment Plan and future Annual Work Programs.
7. To encourage the cooperation and participation of resident, business persons, public agencies and community organizations in the revitalization of the Project Area.
8. To encourage the investment of the private sector in the full development of the Project Area.
9. To provide needed improvements to the community's education, cultural and other community facilities to better serve the Project Area.
10. To promote public improvement facilities which are sensitive to the unique environmental qualities of the Project Area.
11. To establish a program that promotes the rehabilitation of the existing housing stock where appropriate.
12. To remove impediments of land assembly and development through acquisition and reparcelization of land into reasonably sized and shaped parcels served by an improved street system and improved public facilities.
13. To expand the resource of developable land by making underutilized land available for development.
14. To control unplanned growth by guiding new development to meet the needs of the community as reflected in this Redevelopment Plan and the Annual Work Program.
15. To alleviate certain environmental deficiencies including substandard vehicular and pedestrian circulation systems and other similar public improvements.

16. To alleviate local drainage conditions that constrain the development of various parcels in the Project Area, the cost of which cannot be borne by private enterprise acting alone.
17. To achieve an environment reflecting a high level of concern for architectural, landscape and urban design principles appropriate to the objectives of the Redevelopment Plan.
18. To make provisions for housing as is required to satisfy the needs and desires of the various age and income groups of the community, maximizing the opportunity for individual choice, and meeting the requirements of state law.
19. To develop safeguards against noise and pollution to enhance the industrial/commercial community.
20. To coordinate revitalization efforts in the Project Area with other public programs of the impacted jurisdiction and Participating Jurisdictions and surrounding area.
21. To upgrade the existing industrial uses in the Project Area and provide for new uses to replace industrial uses lost through the Air Base closure.
22. To maintain technical expertise in the area which would be potentially lost through the closure of the Air Base.

SECTION V (500) REDEVELOPMENT ACTIONS

A. (501) General

VVEDA is a Joint Powers Authority formed pursuant to Government Code Section 6500 and authorized by Section 33320.5 of the Redevelopment Law. VVEDA's intended purpose is to plan for the use and reuse of the Air Base and to acquire, own, maintain and operate it as a civil aviation facility.

VVEDA proposes to eliminate and prevent the spread of blighting influences and to strengthen the economic base of the Project Area and the community through including, but not limited to, the following enumerated actions in addition to any other power that may hereafter be granted to VVEDA by the Redevelopment Law and any other State law:

1. The acquisition, installation, construction, reconstruction, redesign or reuse of streets, utilities, curbs, gutters, sidewalks, traffic control devices, flood control facilities and other public improvements.

2. The rehabilitation, remodeling, demolition or removal of buildings, structures and improvements.
3. The rehabilitation, development or construction of affordable housing in compliance with State law.
4. Providing the opportunity for participation by owners and tenants presently located in the Project Area and the extension of preferences to occupants desiring to remain or relocate within the redeveloped Project Area.
5. Providing relocation assistance to displaced residential and nonresidential occupants.
6. The development or redevelopment of land by private enterprise or public agencies for purposes and uses consistent with the objectives of this Redevelopment Plan.
7. The acquisition of real property by purchase, gift, devise or any other lawful means, or by exercising the power of eminent domain on George Air Force Base, where it is deemed necessary after conduct of appropriate public hearings. VVEDA may not acquire property (other than the Air Base) by the use of the power of eminent domain.
8. The combining of parcels, properties, site preparation and construction of necessary off-site improvements.
9. Providing for open space.
10. Managing of any property acquired by VVEDA.
11. Assisting in providing financing for the construction of residential and commercial buildings to increase the residential and commercial base of the Participating Jurisdictions and surrounding area, and the number of temporary and permanent jobs in the Project Area.
12. The disposition of property including the lease or sale of land at the value determined by VVEDA for reuse in accordance with the Redevelopment Plan.
13. Providing for the retention of controls and the establishment of restrictions or covenants running with the land so that property will continue to be used in accordance with this Redevelopment Plan.
14. Assisting in the provision of financing for the construction of residential, commercial and industrial buildings, as permitted by applicable State and local laws.

15. The closure or vacation of certain streets and the dedication other areas for public purposes.
16. Providing replacement housing, if any is required.
17. Applying for, receiving and utilizing grants and loans from federal or state governments or any other source.
18. The negotiation of agreements with the United States of America or any agency or department thereof to determine the interim use and disposition of the Air Base property.
19. The negotiation of arrangements with taxing jurisdictions to address any financial burdens or detriments caused to such taxing entities as a result of the adoption of the Redevelopment Plan.
20. Taking any action VVEDA determines as necessary and consistent with state, federal and local laws to make structural repairs to buildings and structures, including historical buildings, to meet building code standards related to seismic safety.
21. Taking any action VVEDA determines as necessary and consistent with state, federal and local laws to remedy or remove a release of hazardous substances on, under or from property within the Project Area or to remove hazardous waste from property.

To accomplish these actions and to implement this Redevelopment Plan, VVEDA is authorized to use all the powers provided in the Redevelopment Plan and all the powers now or hereafter permitted by the Redevelopment Law and any other State law.

B. (502) Property Acquisition

VVEDA's intended purpose as provided for in its Joint Powers Agreement is to plan for the use and reuse of the Air Base and provide for the redevelopment of certain areas in proximity thereto. To accomplish this purpose, it is authorized to acquire the Air Base property (private or governmental ownership) by exercising its redevelopment eminent domain powers.

1. (503) Acquisition of Real Property

VVEDA may acquire real property, any interest in property, and any improvements on it by any means authorized by law, including by gift, grant, exchange, purchase, cooperative negotiations, lease or any other means authorized by law, including eminent domain. VVEDA may exercise the power of eminent domain on only those properties which constitute the George Air Force Base.

Pursuant to Section 33320.5(d), VVEDA has found and determined that imposing a time limit on the use of eminent domain with respect to the Air Base would make it impractical to achieve the policies of VVEDA with respect to implementation of the Redevelopment Plan.

VVEDA may acquire structures without acquiring the land upon which those structures are located. VVEDA may acquire any interest in real property by non-eminent domain means.

VVEDA shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless: (1) such building requires structural alteration, improvement, modernization, or rehabilitation; or (2) the site or lot on which the building is situated requires modification in size, shape, or use; or (3) it is necessary to impose upon such property any of the standard restrictions and controls of the Redevelopment Plan and the owner fails or refuses to participate in the Redevelopment Plan by executing an Owner Participation Agreement.

2. (504) Acquisition of Personal Property

Where necessary in the execution of this Redevelopment Plan, VVEDA is authorized to acquire personal property in the Project Area by any lawful means.

C. (505) Participation by Owners and Tenants

1. (506) Owner and Tenant Participation

VVEDA shall promulgate rules for owner and tenant participation which may be amended from time to time. VVEDA shall extend reasonable preference to persons who are owners or tenants in the Project Area to continue in or re-enter the Project Area if they otherwise meet the requirements prescribed by this Redevelopment Plan and VVEDA's rules governing owner participation and re-entry; such rules allow for "Owner Participation Agreements" with VVEDA.

Opportunities to participate may include the rehabilitation of property or structures; the retention of improvements; the development of all or a portion of the participant's property; the acquisition of adjacent properties from VVEDA; purchasing or leasing properties in the Project Area; participating with developers in the redevelopment of all or a portion of a participant's properties; or other suitable means consistent with objectives and proposals of this Redevelopment Plan and of the rules governing owner participation and re-entry.

In addition to opportunities for participation by individual persons and firms, participation to the extent it is feasible shall be available for two or more persons, firms or institutions to join together in partnerships, corporations, or other joint entities.

VVEDA desires participation in redevelopment by as many owners and business tenants as possible. However, participation opportunities shall necessarily be subject to and limited by such factors as the expansion of public facilities; elimination and changing of land uses; realignment of streets; and the ability of VVEDA and/or owners to finance acquisition and development in accordance with this Redevelopment Plan.

2. (507) Preferences for Persons Engaged in Business in the Project Area

VVEDA shall extend reasonable preferences to persons who are engaged in business in the Project Area to re-enter in business within the Project Area if they otherwise meet the requirements prescribed by this Redevelopment Plan.

3. (508) Owner Participation Agreements

Under an Owner Participation Agreement, the participant shall agree to rehabilitate, develop, or use the property in conformance with this Redevelopment Plan and be subject to the provisions hereof. In the agreement, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Redevelopment Plan applicable to their properties.

In the event a participant breaches the terms of an Owner Participation Agreement, VVEDA may declare the agreement terminated and may acquire the real property or any interest therein.

Where VVEDA determines that a proposal for participation is not feasible, is not in the best interests of VVEDA or Participating Jurisdiction, or the redevelopment can best be accomplished without affording an owner or tenant an opportunity to execute an Owner Participation Agreement, VVEDA shall not be required to execute such an agreement with that owner or tenant.

Owner Participation Agreements will be effective only if approved both by the Participating Jurisdiction within whose territory the subject property is located and by VVEDA.

D. (509) Certificates of Conformance

VVEDA is authorized to make determinations of those properties which conform to this Redevelopment Plan. If such a determination is made by VVEDA, VVEDA may issue a Certificate of Conformance to qualifying properties. Such properties will not be subject

to acquisition by eminent domain under this Redevelopment Plan so long as the properties continue to conform to this Redevelopment Plan and to such further terms and conditions as VVEDA may require. The issuance of a Certificate of Conformance may impose conditions as necessary or appropriate to carry out this Redevelopment Plan.

E. (510) Cooperation with Public Bodies

Section 33320.5 of the Redevelopment Law sets forth parameters for cooperation among VVEDA's Participating Jurisdictions. The Law empowers VVEDA to act as both the legislative body and planning commission for the approvals and actions necessary for the adoption of the Project Area; however, all land use and planning decisions with regard to land within the Project Area shall remain and continue under the individual control and jurisdiction of each of VVEDA's Participating Jurisdictions' legislative bodies and planning commissions.

Certain public bodies are authorized by State law to aid and cooperate, with or without consideration, in the planning and implementation activities authorized by this Redevelopment Plan. VVEDA shall seek the aid and cooperation of such public bodies and shall attempt to coordinate Redevelopment Plan implementation activities with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

VVEDA shall at all times adhere to the requirements set forth in VVEDA's Joint Powers Agreement mandating prior consultation and approval by the legislative body of the Participating Jurisdiction of any project or activity to be located within the territory of a Participating Jurisdiction.

VVEDA, by law, is not authorized to acquire real property owned by public bodies without consent of such public bodies. VVEDA, however, shall seek the cooperation of any affected public bodies which own or intend to acquire property in the Project Area.

VVEDA, upon prior approval of the applicable Participating Jurisdiction, may impose on all public bodies the planning and design controls contained in and authorized by this Redevelopment Plan to ensure that present uses and any future development by public bodies will conform to the requirements of this Redevelopment Plan. VVEDA is authorized to assist the public entity in the cost of public land, buildings, facilities, structures or other improvements (within or outside the Project Area) which land, buildings, facilities, structures or other improvements are of benefit to the Project Area.

F. (511) Property Management

During such time as property, if any, in the Project Area is owned by VVEDA, such property shall be under the management and control of VVEDA. Such property may be rented or leased by VVEDA pending its final disposition for redevelopment.

G. (512) Payments to Taxing Agencies to Alleviate Financial Burden

VVEDA may in any year during which it owns property in a redevelopment project pay directly to any city, county, city and county, district, including but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon the property had it not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by VVEDA to any city and county pursuant to Redevelopment Law shall be disbursed by the city and county to any school district with territory located within a redevelopment project area in the city and county. "Proportionate share", as used in this section, means the ratio of the school district tax rate, which is included in the total tax rate of the city and county, to the total tax rate of the city and county.

VVEDA may also pay to any taxing agency with territory located within a project area other than the community which has adopted the project, any amounts of money which VVEDA has found are necessary and appropriate to alleviate any financial burden or detriment caused to any taxing agency by the redevelopment project. The payments to a taxing agency in any single year shall not exceed the amount of property tax revenues which would have been received by that taxing agency if all the property tax revenues from the project or had been allocated to all the affected taxing agencies without regard to the division of taxes required by Section 33670 of the Redevelopment Law, except that a greater payment may be established by agreement between VVEDA and one or more taxing agencies, except a school district, if the other taxing agencies agree to defer payments for one or more years in order to accomplish the purposes of the project at an earlier time than would otherwise be the case. The amount of any greater payment shall not exceed the amount of payment deferred. The payments shall be approved by a resolution adopted by VVEDA, which shall contain a finding, supported by substantial evidence, that the redevelopment project will cause or has caused a financial burden or detriment to the taxing agency and that the payments are necessary to alleviate the financial burden or detriment.

H. (513) Relocation of Persons Displaced by a Redevelopment Project

1. (514) Relocation Program

In accordance with the provisions of the California Relocation Assistance Act (Government Code Section 7260 et seq.), the guidelines adopted and promulgated by the California Department of Housing and Community Development (the "Relocation Guidelines") and the Method of Relocation, Procedures and Guidelines adopted by VVEDA, VVEDA shall provide relocation benefits and assistance to all persons (including families, business concerns and others) displaced by VVEDA's acquisition of property in the Project Area. Such relocation assistance shall be provided in the manner required by the Method of Relocation. In order to carry out a redevelopment project with a minimum of hardship, VVEDA will assist displaced households in finding decent, safe and

sanitary housing within their financial means and otherwise suitable to their needs. VVEDA shall make a reasonable effort to relocate displaced individuals, families, and commercial and industrial establishments within the Project Area. VVEDA is also authorized to provide relocation for displaced persons outside the Project Area.

2. (515) Relocation Benefits and Assistance

VVEDA shall provide all relocation benefits required by law and in conformance with the Relocation Guidelines, Relocation Assistance Act, and the Redevelopment Law.

I. (516) Demolition, Clearance, Public Improvements and Site Preparation

1. (517) Demolition and Clearance

VVEDA's intended purpose as provided for in its Joint Powers Agreement is to plan for the use and reuse of the Air Base and to acquire, own, maintain and operate it as a civil aviation facility. In the conduct of VVEDA's acquisition, operation and maintenance of the Air Base, it is anticipated that, and VVEDA is hereby authorized to, demolish, clear or move buildings, structures and other improvements now existing on the facility.

VVEDA is also authorized, for other property acquired by VVEDA or with the approval of the owner thereof, to demolish, clear or move buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Redevelopment Plan.

2. (518) Public Improvements

It is VVEDA's intent to pursue the successful use and reuse of the Air Base. VVEDA is therefore authorized to install and construct or cause to be installed and constructed, public improvements and public utilities on the Air Base as VVEDA deems necessary.

To the extent permitted by law, VVEDA is also authorized to install and construct or to cause to be installed and constructed, the public improvements and public utilities (within or outside the Project Area) necessary to carry out the purposes of this Redevelopment Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, cable TV systems, water distribution systems, parks, plazas, playgrounds, motor vehicle parking facilities, landscaped areas, schools, civic, cultural, recreational facilities and pedestrian improvements. A listing of presently identified redevelopment projects is set forth in Exhibit C.

VVEDA, with the prior consent of the applicable Participating Jurisdiction, may pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, or other improvements which are publicly owned either within or outside the Project Area upon a determination by resolution of VVEDA Board: (1) that such buildings, facilities, structures and other improvements are of benefit to the Project Area or the immediate neighborhood in which the Project Area is located; (2) that no other reasonable means of financing such buildings, facilities, structures or other improvements are available to the Participating Jurisdiction within whose territory such improvements will be located.

When the value of such land or the cost of the installation and construction of such building, facility or other improvement, or both, has been, or will be, paid or provided for initially by the community or other public corporation, VVEDA may enter into a contract with the Participating Jurisdiction or other public corporation under which it agrees to reimburse the Participating Jurisdiction or other public corporation for all or part of the value of such land or all or part of the cost of such building, facility or other improvements, or both, by periodic payments over a period of years. Any obligation of VVEDA under such contract shall constitute an indebtedness of VVEDA for the purposes of carrying out this Redevelopment Plan.

3. (519) Preparation of Building Sites

VVEDA may develop as a building site any real property owned or acquired by it. In connection with such development it may cause, provide, undertake or make provisions with other agencies for the installation, or construction of parking facilities, streets, utilities, parks, playgrounds and other public improvements necessary for carrying out this Redevelopment Plan in the Project Area.

4. (520) Removal of Hazardous Waste

VVEDA may, by following all applicable procedures provided by law, within the Project Area, take any actions which VVEDA determines are necessary and which are consistent with other state and federal laws to remedy or remove a release of hazardous substances on, under, or from property within the Project Area or to remove hazardous waste from property.

5. (521) Seismic Repairs

For any project undertaken by VVEDA within the Project Area for building rehabilitation or alteration and construction, VVEDA may, by following all applicable procedures then provided by law, take those actions which VVEDA

determines are necessary and which are consistent with local, state, and federal law, to provide for seismic retrofits.

J. (522) Rehabilitation and Moving of Structures by VVEDA

1. (523) Rehabilitation and Conservation

VVEDA is authorized to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by VVEDA. VVEDA is also authorized to advise, encourage and assist (through a loan program or otherwise) in the rehabilitation and conservation of property in the Project Area not owned by VVEDA. VVEDA is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

It shall be the purpose of this Redevelopment Plan to allow for the retention of as many existing businesses as practicable and to add to the economic life of these businesses by a program of voluntary participation in their conservation and rehabilitation. VVEDA is authorized to conduct a program of assistance and enforcement to encourage owners of property within the Project Area to upgrade and maintain their property consistent with this Redevelopment Plan and such standards as may be developed for the Project Area.

The extent of rehabilitation in the Project Area shall be subject to the following limitations:

- a. The rehabilitation must be compatible with land uses as provided for in this Redevelopment Plan.
- b. Rehabilitation and conservation activities must be carried out in an expeditious manner and in conformance with the requirements of this Redevelopment Plan and such property rehabilitation standards as may be adopted by VVEDA and upon the approval of the Participating Jurisdictions.
- c. The expansion of public improvements, facilities and utilities.
- d. The assembly and development of properties in accordance with this Redevelopment Plan.

With approval of the Participating Jurisdictions' legislative bodies, VVEDA may adopt property rehabilitation standards for the rehabilitation of properties in the Project Area.

VVEDA shall not assist in the rehabilitation or conservation of properties which, in its opinion, are not economically and/or structurally feasible.

2. (524) Moving of Structures

As necessary in carrying out this Redevelopment Plan, VVEDA is authorized to move, or to cause to be moved, any standard structure or building which can be rehabilitated to a location within or outside the Project Area.

K. (525) Property Disposition and Development

1. (526) Real Property Disposition and Development

a. (527) Acquisition and Disposition of the Air Force Base Property

VVEDA, as an empowered Joint Powers Authority, and acting as a legislative body, intends to acquire and dispose of all or portions of the Air Base property utilizing the powers granted to VVEDA pursuant to the Joint Powers Agreement.

b. (528) General

For the purposes of this Redevelopment Plan, VVEDA is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, VVEDA is authorized to dispose of real property by negotiated lease or sale without public bidding. Before any interest in real property of VVEDA acquired in whole or in part, directly or indirectly with tax increment moneys is sold, leased, or otherwise disposed of for development pursuant to this Redevelopment Plan, such sale, lease or disposition shall be first approved by VVEDA Board after public hearing.

Except as permitted by law, no real or personal property owned by VVEDA, or any interest herein, shall be sold or leased to a private person or private entity for an amount less than its fair market value, unless VVEDA determines that such lesser consideration is necessary to effectuate the purposes of the Redevelopment Plan.

The real property acquired by VVEDA in the Project Area, except property conveyed to it by its Participating Jurisdictions, shall be sold or leased to public or private persons or entities for redevelopment and use of the property in conformance with this Redevelopment Plan. Real property may be conveyed by VVEDA to the Participating Jurisdictions and, where beneficial to the Project Area, to any other public body without charge or for amount less than fair market value.

All purchasers or lessees of property shall be obligated to use the property for the purposes designated in this Redevelopment Plan, to begin and complete redevelopment of such property within a period of time which VVEDA fixes as reasonable, and to comply with other conditions which VVEDA deems necessary to carry out the purposes of this Redevelopment Plan.

During the period of development in the Project Area, VVEDA shall insure that all provisions of this Redevelopment Plan and other documents formulated pursuant to this Redevelopment Plan are being observed, and that development of the Project Area is proceeding in accordance with applicable development documents and time schedules.

- - All development, whether public or private, must conform, to this Redevelopment Plan and all applicable federal, state, and local laws, including without limitation the Participating Jurisdictions' planning and zoning ordinances, building, environmental and other land use development standards; and must receive the approval of all appropriate public agencies.

c. (529) Purchase and Development Documents

To provide adequate safeguards to ensure that the provisions of this Redevelopment Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by VVEDA as well as all property subject to Owner Participation Agreements, shall be made subject to the provisions of this Redevelopment Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the planning and zoning ordinances of the Participation Jurisdiction, conditional use permits, or other means. Where appropriate, as determined by VVEDA such documents or portions thereof shall be recorded in the office of the Recorder of the County.

Prior to VVEDA undertaking a development project or entering into any real property lease, acquisition or disposition, VVEDA shall request and must receive prior approval of the governing body of the Participating Jurisdiction in which the project, property or sale is located.

The implementation of any project shall be subject to ordinary and customary development conditions and criteria, exactions and imposition of mitigation measures as may be determined in the sole discretion of the Participating Jurisdiction's Planning Commission, City Council or Board of Supervisors, as appropriate, and any other advisory boards of the Participating Jurisdiction within whose territory such project is proposed to be located.

Leases, deeds, contracts, agreements, and declarations of restrictions of VVEDA may contain restrictions, covenants, covenants running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Redevelopment Plan.

VVEDA shall reserve such powers and controls in Disposition and Development Agreements or similar agreements as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that redevelopment is carried out pursuant to this Redevelopment Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, national origin, ancestry, sex, or marital status in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to Disposition and Development Agreements shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law.

d. (530) Development of Publicly Owned Improvements

To the extent now or hereafter permitted by law, VVEDA, with the formal consent of the Participating Jurisdiction within whose territory such improvements are to be located, is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public body or entity to the extent that such improvement would be of benefit to the Project Area.

VVEDA is authorized to assist any public entity in financing the cost of public land, buildings, facilities, structures or other improvements (within or outside the Project Area to the extent permitted by law).

2. (531) Personal Property Disposition

For the purposes of this Redevelopment Plan, VVEDA is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by VVEDA.

L. (532) Provision for Low and Moderate Income Housing

1. (533) Definition of Terms

The terms "affordable housing cost", "replacement dwelling unit", "persons and families of low or moderate income" and "very low income household" as used herein shall have the meanings as defined by the Redevelopment Law and other State and local laws and regulations pertaining thereto.

2. (534) Authority Generally

VVEDA may, inside or outside the Project Area, acquire land, donate land, improve sites, or construct or rehabilitate structures in order to provide housing for persons and families of low or moderate income.

3. (535) Replacement Housing

Whenever dwelling units housing persons and families of low or moderate income, as defined by the Redevelopment Law, are destroyed or removed from the low and moderate income housing market as part of a redevelopment project, VVEDA shall, within four years of such destruction or removal, rehabilitate, develop or construct or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income, an equal number of replacement dwelling units at affordable housing costs within the territorial jurisdiction of VVEDA's Participating Jurisdictions. Seventy-five percent (75%) of the replacement dwelling units shall replace dwelling units available at affordable housing cost in the same income level of very low income households, low income households, lower income households, and persons and families of low and moderate income as the persons displaced from those destroyed or removed units. VVEDA may replace destroyed or removed dwelling units housing persons and families of low or moderate income with a fewer number of dwelling units if the units have a greater or equal number of bedrooms and are available to the same low and moderate income groups.

4. (536) New or Rehabilitated Dwelling Units Developed Within the Project Area

Pursuant to Section 33413 of the Redevelopment Law, at least thirty percent (30%) of all new or rehabilitated dwelling units developed within the Project Area by VVEDA shall be available at affordable housing costs to persons and families of low or moderate income; of such thirty percent (30%), not less than fifty percent (50%) thereof shall be available to and occupied by very low income households. At least fifteen percent (15%) of all new or rehabilitated units developed within the Project Area by public or private entities or persons other than VVEDA shall be available at affordable housing costs to persons and families of low or moderate income; and of such fifteen percent (15%), not less

than forty percent (40%) thereof shall be for very low income households. The percentage requirements set forth in this Section shall apply independently of the requirements of Section 535 and in the aggregate to the supply of housing to be made available pursuant of this Section and not to each individual case of rehabilitation, development or construction of dwelling units.

VVEDA shall require, by contract or other appropriate means, that whenever any low and moderate income housing units are developed within the Project Area, such units shall be made available on a priority basis for rent or purchase whichever the case may be, to persons and families of low and moderate income displaced by a redevelopment project; provided, however, that failure to give such priority shall not affect the validity of title to the real property upon which such housing units have been developed.

5. (537) Duration of Dwelling Units Availability

VVEDA shall require that the aggregate number of dwelling units rehabilitated, developed or constructed pursuant to Sections 535 and 536 of this Redevelopment Plan shall remain available for persons and families of low and moderate income and very low income households, respectively, for not less than the period set forth in Section 1000 of this Redevelopment Plan for the duration of this Redevelopment Plan.

6. (538) Relocation Housing

If insufficient suitable housing units are available in the Project Area for use by persons and families of low and moderate income displaced by a redevelopment project, VVEDA may, to the extent of that deficiency, direct or cause the development, rehabilitation or construction of housing units within the territory encompassed by VVEDA's Participating Jurisdictions, both inside and outside the Project Area.

7. (539) Deferral of Housing Funds

Pursuant to Section 33320.5(e) of the Redevelopment Law, VVEDA has determined that it is not necessary to defer the deposit of the twenty percent (20%) of taxes allocated to VVEDA pursuant to Section 33670 of the Redevelopment Law into the Low and Moderate Income Housing Funds as required by Section 33334.2.

8. (540) Increased and Improved Supply

Pursuant to Section 33320.5(e) and 33334.2 of the Redevelopment Law, not less than twenty percent (20%) of all taxes which are received by VVEDA pursuant to subdivision (b) of Section 33670 of the Redevelopment Law and this Redevelopment Plan shall be allocated and used by VVEDA for the purposes of

increasing and improving the supply of low and moderate income housing available within the territories of the Participating Jurisdictions at affordable housing costs, as defined by Section 50052.5 of the Health and Safety Code, to persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and very low income households, as defined in Section 50105 of the Health and Safety Code, unless one or more of the following findings are made annually by resolution: (1) that no need exists in the Participating Jurisdictions to improve or increase the supply of low and moderate income housing in a manner which would benefit the Project Area and this finding is consistent within the housing element of the Participating Jurisdictions' General Plans; or (2) that some stated percentage less than twenty percent (20%) of the taxes which are allocated to VVEDA pursuant to subdivision (b) to Section 33670 is sufficient to meet such housing need of the community and that this finding is consistent with the housing elements of the Participating Jurisdictions' General Plans; or (3) that the Participating Jurisdictions are making a substantial effort to meet their existing and projected low and moderate income housing needs, particularly very low income housing needs, including its share of the regional needs as identified in the housing elements of the Participating Jurisdictions' General Plans and that this effort, consisting of direct financial contributions of local funds, is used to increase and improve the supply of housing affordable to families of low to moderate income and very low income households and is equivalent to in impact to the funds otherwise required to be set aside pursuant to Section 33334.2 of the Redevelopment Law.

In implementing this Section 540 of this Redevelopment Plan, VVEDA may exercise any or all of its powers including, but not limited to, the following:

1. Acquire real property or building sites.
2. Improve real property or building sites with onsite or offsite improvements, but only if either (a) the improvements are made as part of a program which results in the new construction or rehabilitation of affordable housing units for low or moderate income persons that are directly benefited by the improvements; or (b) VVEDA finds that the improvements are necessary to eliminate a specific condition that jeopardizes the health or safety of existing low or moderate income residents.
3. Donate real property to private or public persons or entities.
4. Finance insurance premiums.
5. Construct buildings or structures.
6. Acquire buildings or structures.

7. Rehabilitate buildings or structures.
8. Provide subsidies to, or for the benefit of, very low income households, as defined by Section 50105 of the California Health and Safety Code, lower income households, as defined by Section 50079.5 of the California Health and Safety Code, or persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, to the extent those households cannot obtain housing at affordable costs on the open market. Housing units available on the open market are those units developed without direct government subsidies.
9. Develop plans, pay principal and interest on bonds loans, advances, or other indebtedness or pay financing or carrying charges.
10. Maintain the Participating Jurisdictions' supply of mobilehomes.
11. Preserve the availability to lower income households of affordable housing units in housing developments which are assisted or subsidized by public entities and which are threatened with imminent conversion to market rates.

VVEDA may use these funds to meet, in whole or in part, the replacement housing provisions in Section 535 above. These funds may be used inside or outside the Project Area; provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project Area are made as required by Section 33334.2 of the Redevelopment Law.

VVEDA may only expend these funds with prior formal consent of the Participating Jurisdictions within whose territory such projects or programs are to be located.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

Any reduced income resulting from the below-market rate sale or lease, grant, or donation of land to private for-profit and nonprofit organizations may be debited to VVEDA's Low and Moderate Income Housing Fund. The amount of any debit shall not be subject to any transfer required by law for failure to expend or encumber the moneys held in a Low and Moderate Income Housing Fund.

9. (541) Duration of Affordability

Except as otherwise permitted by law, all new or substantially rehabilitated housing units developed or otherwise assisted with moneys from the Low and Moderate Income Housing Fund pursuant to an agreement approved by VVEDA shall be required to remain available at affordable housing cost to persons and families of low or moderate income and very low income households for the longest feasible time, but for not less than the following periods of time:

- a. Fifteen years for rental units. However, VVEDA may replace rental units with equally affordable and comparable rental units in another location within the City if (A) the replacement units are available for occupancy prior to the displacement of any persons and families of low or moderate income residing in the units to be replaced and (B) the comparable replacement units are not developed with moneys from the Low and Moderate Income Housing Fund.
- b. Ten years for owner-occupied units. However, VVEDA may permit sales of owner-occupied units prior to the expiration of the 10-year period for a price in excess of that otherwise permitted under this subdivision pursuant to an adopted program which protects VVEDA's investment of moneys from the Low and Moderate Income Housing Fund.

VVEDA shall require the recording of covenants or restrictions which implement this Section for each parcel or unit of real property developed assisted or substantially rehabilitated with moneys from the Low and Moderate Income Housing Fund.

SECTION VI. (600) USES PERMITTED IN THE PROJECT AREA

A. (601) Map and Uses Permitted

The Map attached hereto as Exhibit A and incorporated herein illustrates the location of the Project Area boundaries, the immediately adjacent streets, and existing public rights-of-way and public easements. The land uses permitted by this Redevelopment Plan shall be those permitted by the applicable General Plans of VVEDA's Participating Jurisdictions, as they now exist or may hereafter be amended.

B. (602) Land Uses

The major categories of land uses permitted in the Project Area are as follows: aviation, commercial, residential, industrial, office, agriculture, military, institutional uses, quasi-public and open space.

C. (603) Public Uses

Other land uses in the Project Area include streets, rights-of-way and easements, and other public and open space uses described as follows:

1. (604) Public Street Layout, Rights-of-Way and Easements

The street system in the Project Area shall be developed in accordance with the Circulation Element of the General Plans of the Participating Jurisdictions. Important circulation systems which service the Project Area include the Interstate 15, State Routes 395 and 18. Other major east/west roads are Air Base Road, Palmdale Road and La Mesa Road. Major north/south roads include the National Trails Highway, Mariposa Road and Stoddard Wells Road.

Certain streets and rights-of-way may be widened, altered, abandoned, vacated, or closed by VVEDA as necessary for proper development of the Project Area. Additional public streets, alleys and easements may be created by VVEDA and Participating Jurisdictions in the Project Area as needed for proper development and circulation.

The public rights-of-way shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way. In addition, all necessary easements for public uses, public facilities and public utilities may be retained or created.

2. (605) Other Public and Open Space Uses

Both within and where appropriate outside of the Project Area, VVEDA is authorized to permit, establish or enlarge public, institutional or non-profit uses, including airports, schools, community center, auditorium and civic center facilities, criminal justice facilities, park and recreational facilities, parking facilities, transit facilities, libraries, hospitals and educational, fraternal, philanthropic and charitable institutions or other similar associations or organizations. All such uses shall be deemed to conform to the provisions of this Redevelopment Plan provided that such uses conform with all other applicable laws and ordinances and that such uses are approved by the Participating Jurisdiction within whose territory such uses are to be located. Upon formal consent of the Participating Jurisdiction within whose territory such restrictions are to apply, VVEDA may impose such other reasonable restrictions as are necessary to protect development and uses in the Project Area.

D. (606) Conforming Properties

VVEDA may, upon formal consent of the Participating Jurisdiction within whose territory such property is located, determine that certain real properties within the Project Area meet the requirements of this Redevelopment Plan, and the owners of

such properties may be permitted to remain as owners of conforming properties without an Owner Participation Agreement with VVEDA, provided such owners continue to operate, use and maintain the real properties within the requirements of this Redevelopment Plan. A Certificate of Conformance to this effect may be used by VVEDA and be recorded. An owner of a conforming property may be required by VVEDA to enter into an Owner Participation Agreement with VVEDA in the event that such owner desires to: (1) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (2) acquire additional property within the Project Area.

E. (607) Nonconforming Uses

VVEDA is authorized but not required to permit an existing use to remain in an existing building -in-good condition if the use does not conform to the provisions of this Redevelopment Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area.

Upon formal consent of the Participating Jurisdiction within whose territory a subject property is located, VVEDA may authorize additions, alterations, repairs or other improvements in the Project Area for uses which do not conform to the provisions of this Redevelopment Plan where such improvements are within a portion of the Project Area where, and in the determination of VVEDA, such improvements would be compatible with surrounding Project Area uses and development.

F. (608) Interim Uses

Pending the ultimate development of land by developers and participants, VVEDA is authorized to use or permit the use of any land in the Project Area for interim uses not in conformity with the uses permitted in this Redevelopment Plan. Such interim use shall conform to all applicable codes of the Participating Jurisdiction within whose territory such use is located.

G. (609) General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Redevelopment Plan. No real property shall be developed, redeveloped, rehabilitated or otherwise changed after the date of the adoption of the Redevelopment Plan except in conformance with the provisions of this Redevelopment Plan and all applicable codes and ordinances of the Participating Jurisdiction within whose territory such property is located. The land use controls of this Redevelopment Plan shall apply for a period of thirty (30) years. The type, size, height, number and use of buildings within the Project Area will be controlled by the applicable planning and zoning ordinances of the Participating Jurisdictions as they now exist or may hereafter be amended from time to time.

1. (610) New Construction

All construction in the Project Area shall comply with all applicable State and local laws in effect from time to time. In addition to applicable codes, ordinances or other requirements governing development in the Project Area, with prior formal consent of the Participating Jurisdiction within whose territory such standards shall apply, additional specific performance and development standards may be adopted by VVEDA to control and direct redevelopment activities in the Project Area.

2. (611) Rehabilitation

Any existing structures within the Project Area which VVEDA shall approve for retention and rehabilitation shall be repaired, altered, reconstructed or rehabilitated in such a manner that it will meet the following requirements: be safe and sound in all physical respects; be attractive in appearance; and not detrimental to the surrounding uses.

3. (612) Number of Buildings and Dwelling Units

The total number of buildings in the Project Area shall be regulated by the General Plans of VVEDA's Participating Jurisdictions. The Project Area currently includes approximately 20,000 dwelling units.¹

4. (613) Open Space and Landscaping

The approximate amount of open space to be provided in the Project Area is the total of all areas so designated in the Land Use Element of the General Plans of the Participating Jurisdictions and those areas in the public rights-of-way or provided through site coverage limitations on new development as established by the Participating Jurisdictions and this Redevelopment Plan. Landscaping shall be developed in the Project Area to ensure optimum use of living plant material in conformance with the standards of the Participating Jurisdictions.

5. (614) Limitations on Type, Size and Height of Buildings

This Redevelopment Plan's standards for building intensities will be those of VVEDA's applicable Participating Jurisdictions. The limits on building intensity, type, size and height shall be established in accordance with the provisions of the General Plans and the Zoning Ordinances of the Participating Jurisdictions of VVEDA as they now exist or are hereafter amended.

1. Urban Futures, Inc. (Dwelling count represents an approximate number only.)

6. (615) Signs

All signs shall conform to the requirements of the Participating Jurisdiction within whose territory such sign is proposed to be located. Design of all proposed new signs shall be submitted prior to installation to the applicable Participating Jurisdiction and/or VVEDA for review and approval pursuant to the procedures permitted by this Redevelopment Plan. New signs must contribute to a reduction in sign blight.

7. (616) Utilities

VVEDA shall encourage that all utilities be placed underground whenever physically possible and economically feasible.

8. (617) Incompatible Uses

No use or structure which is by reason of appearance, traffic, smoke, glare, noise, odor or similar factors incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area, except as permitted by the governing bodies of the Participating Jurisdictions.

9. (618) Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, sex, marital status, religion, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area.

10. (619) Subdivision of Parcels

No parcels in the Project Area, including any parcel retained by a participant, shall be consolidated, subdivided or re-subdivided without the approval of the appropriate governing body of the Participating Jurisdiction within whose territory the subject parcel is located, and, if necessary for purposes of this Redevelopment Plan, by VVEDA.

11. (620) Minor Variations

VVEDA is authorized to permit minor variations from the limits, restrictions and controls established by this Redevelopment Plan. In order to permit any such variation, VVEDA must determine that:

- a. The application of certain provisions of this Redevelopment Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purposes and intent of this Redevelopment Plan.

- b. There are exceptional circumstances of conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions and controls.
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area.
- d. Permitting a variation will not be contrary to the objectives of this Redevelopment Plan.

No such variation shall be granted which permits other than a minor departure from the provisions of this Redevelopment Plan. In permitting any such variation, VVEDA shall impose such conditions as are necessary to protect the public health, safety or welfare and to assure compliance with the purposes of this Redevelopment Plan. Any such variation permitted by VVEDA hereunder shall not supersede any other approval required under the codes and ordinances of the Participating Jurisdictions within whose territory such property is located.

H. (621) Design for Development

With formal consent of the Participating Jurisdiction within whose territory the subject property is located and within the limits, restrictions and controls established in this Redevelopment Plan, and subject to the provisions of Sections 601 and 609, herein, VVEDA is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access and other development and design controls necessary for proper development of both private and public areas within the Project Area.

In the case of property which is the subject of a Disposition and Development Agreement or an Owner Participation Agreement with VVEDA, such property shall be developed in accordance with the provisions of such Agreement. One of the objectives of this Redevelopment Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space and other amenities to enhance the aesthetic quality of the Project Area. VVEDA shall not approve any plans that do not comply with this Redevelopment Plan.

I. (622) Building Permits

Any building permit that is issued for the construction of any new building or any addition, construction, moving, conversion or alteration to an existing building in the Project Area from the date of adoption of this Redevelopment Plan must be in conformance with the provisions of this Redevelopment Plan, any Design for Development adopted by VVEDA, any restrictions or controls established by resolution of VVEDA, and any applicable participation or other agreements.

VVEDA is authorized to establish permit procedures and approvals required for purposes of this Redevelopment Plan. A building permit shall be issued only after the applicant for same has been granted all approvals required by the Participating Jurisdictions and VVEDA at the time of application.

SECTION VII. (700) METHODS FOR FINANCING THE PROJECT

A. (701) General Description of the Proposed Financing Methods

Upon adoption of this Redevelopment Plan, VVEDA is authorized to finance this Redevelopment Plan with assistance from local sources, the State of California and/or the federal government, property Tax Increment Revenues, interest income, VVEDA bonds, donations, loans from private financial institutions or any other legally available source.

VVEDA is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Redevelopment Plan. The principal and interest on such indebtedness may be paid from Tax Increment Revenues or any other funds available to VVEDA. Advances and loans for survey and planning and for the operating capital for administration of this Redevelopment Plan may be provided by the County or other Participating Jurisdiction until adequate Tax Increment Revenues or other funds are available to repay the advances and loans. The Participating Jurisdictions or other public agency, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance. Any assistance shall be at terms established by an agreement between VVEDA, Participating Jurisdictions and/or other public agency.

As available, gas tax funds from the State of California and the County of San Bernardino may be used for the street system.

VVEDA may issue bonds and expend their proceeds to carry out the Redevelopment Plan. VVEDA is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of implementation activities pursuant to this Redevelopment Plan. VVEDA shall pay the principal and interest on bonds of VVEDA as it becomes due and payable.

B. (702) Tax Increment Revenue

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of San Bernardino, the Participating Jurisdictions of VVEDA, any district or other public corporation (hereinafter called "taxing agencies") after the effective date of the ordinance of VVEDA approving this Redevelopment Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum

of the assessed value of the taxable property in the Project Area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in the Project Area on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of San Bernardino last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project Area on said effective date); and

2. That portion of said levied taxes each year in excess of such amount shall be allocated as follows:
 - (i) from each Participating Jurisdiction's percentage share of the one percent (1%) tax rate as follows:
 - (a) each Participating Jurisdiction which is an incorporated city (the "City Member") shall have allocated as Tax Increment Revenues for VVEDA use, one hundred percent (100%) of its percentage share as well as a percentage share attributable to any municipally controlled special districts of such City Member, as the City Member may deem appropriate, in order that the total amount of the municipal share, when added with the percentage share of the municipally controlled districts of the City Member, equals 5.2935 percent of the one percent (1%) tax rate for property taxes generated upon the incremental assessed value of property located within the municipal boundaries of each City Member within the Project Area;
 - (b) the County on behalf of itself and any special districts governed by the Board of Supervisors shall also have allocated as Tax Increment Revenues for VVEDA use 5.2935 percent of the one percent (1%) tax rate for property taxes generated upon the incremental assessed value of property which is within (a) County unincorporated areas and (b) the municipally incorporated areas of the Project Area, which would otherwise be attributable to the County General Fund or any of the special districts governed by the County Board of Supervisors;
 - (ii) VVEDA shall not have allocated as Tax Increment Revenues that portion of the percentage share of the one percent (1%) property tax rate attributable to the Apple Valley Fire Protection District, the Mojave Water Agency, the Baldy Mesa County Water District, the Mojave River County Water District, the Apple Valley Park District or the Hesperia Park District; and

- (iii) from all other taxing agencies not otherwise specified in (i) or (ii), above, there shall be allocated as Tax Increment Revenues for VVEDA use, the total amount of property taxes generated in excess of the amount provided in paragraph 1 hereinabove.
- 3. The Tax Increment Revenues designated for use by VVEDA, received each year, shall be allocated to and when collected shall be paid into a special fund of VVEDA to pay the principal of and interest on bonds, loans, moneys advanced to, or indebtedness (whether funded, assumed, or otherwise) incurred by VVEDA to finance or refinance in whole or in part, this Redevelopment Plan. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in the Project Area as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid to the respective taxing agencies. Tax Increment Revenues shall be allocated to VVEDA for forty-five (45) years from the date of adoption of the ordinance approving and adopting this Redevelopment Plan. When said bonds, loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
- 4. That portion of tax revenues allocated to VVEDA pursuant to paragraph (3) above which are attributable to increases in the rate of tax imposed for the benefit of any affected taxing agency which levy occurs after the tax year in which the ordinance adopting this Redevelopment Plan becomes effective shall be allocated to such affected taxing agency to the extent that the affected taxing agency has elected in the manner required by law to receive such allocation.

Notwithstanding any term or provision in this Redevelopment Plan to the contrary, as between VVEDA and the Apple Valley Fire Protection District, the Apple Valley Fire Protection District shall receive from the County Auditor-Controller and County Tax Collector all taxes including, without limitation, that portion of such taxes which would be placed in the County Augmentation Fund, which would be produced by the rate upon which the tax is levied each year within the Project Area for the Apple Valley Fire Protection District or which otherwise would be apportioned to the Apple Valley Fire Protection District pursuant to Revenue and Taxation Code Sections 97 and 97.5, without allocation of all or any portion of such Apple Valley Fire Protection District taxes, including, without limitation, any portion thereof described in Subsection 4 hereof, to the VVEDA pursuant to this Section 702 or 33670(b) of the Community Redevelopment Law (Health and Safety Code Section 33000, et seq.), and such taxes shall not be deemed to constitute Tax Increment Revenues nor to have been allocated to VVEDA. Nothing herein shall be deemed to require VVEDA to make any payments of taxes which may be distributed in accordance with the provisions of this Section 702. However, in the event the

provisions of this paragraph are not fulfilled, VVEDA shall consider the execution of an agreement in accordance with the provisions of Health and Safety Code Section 33401 in order to ensure that, as between the Apple Valley Fire Protection District and VVEDA, the intent of the paragraph be complied with.

VVEDA is authorized to make pledges as to specific advances, loans and indebtedness as appropriate in carrying out this Redevelopment Plan. The portion of taxes allocated and paid to VVEDA pursuant to subparagraph (3) above is irrevocably pledged to pay the principal of and interest on loans, monies advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by VVEDA to finance or refinance, in whole or in part, the redevelopment program for the Project Area.

Pursuant to Section 33320.5 (d) of the Redevelopment Law, VVEDA has found and determined that this Redevelopment Plan shall not limit the number of dollars and taxes which may be divided and allocated to VVEDA. This finding is made upon the determination that the institution of such a limit would make it impractical to achieve successful reuse of the Air Base and redevelopment of the Project Area.

No loan, advance of indebtedness to be repaid from such allocation of taxes established or incurred by VVEDA to finance in whole or in part the Redevelopment Plan shall be established or incurred after twenty (20) years following the date of adoption of the ordinance approving and adopting this Redevelopment Plan. Such loan, advance or indebtedness may be repaid over a period of time longer than such time limit. Such time limitation may be extended only by amendment of this Redevelopment Plan.

C. (703) VVEDA Bonds

VVEDA is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of Redevelopment Plan implementation activities.

Neither the members of VVEDA nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of VVEDA are not a debt of the Participating Jurisdictions, or the State, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of VVEDA; and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Pursuant to Section 33320.5 (d) of the Redevelopment Law, VVEDA hereby finds and determines that this Redevelopment Plan shall not limit the amount of bonded indebtedness that can be outstanding at any one time. This finding is made upon a

determination that the institution of such a limit would make it impractical to achieve successful reuse of the Air Base and redevelopment of the Project Area.

D. (704) Other Loans and Grants

Any other loans, grants, guarantees or financial assistance from the federal government, the State of California, or any other public or private source will be utilized, if available, as appropriate in carrying out this Redevelopment Plan. In addition, VVEDA may make loans as permitted by law to public or private entities for any of its redevelopment purposes.

E. (705) Rehabilitation Loans, Grants and Rebates

VVEDA and the Participating Jurisdictions may commit funds from any source to programs of residential and commercial rehabilitation for the purposes of loans, grants or rebate payments for self-financed rehabilitation work. The rules and regulations for such programs shall be those which may already exist or may be developed in the future. VVEDA and the Participating Jurisdictions shall seek to acquire grant funds and direct loan allocations for State and Federal sources, as they may be available from time to time, for the carrying out of such programs.

SECTION VIII. (800) ACTIONS BY VVEDA'S PARTICIPATING JURISDICTIONS

The Participating Jurisdictions shall aid and cooperate with VVEDA in carrying out this Redevelopment Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Redevelopment Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the Participating Jurisdictions may include, but shall not be limited to, the following:

1. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the applicable Participating Jurisdictions shall include the requirement of abandonment and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Redevelopment Plan, provided that nothing in this Redevelopment Plan shall be considered to require the cost of such abandonment, removal and relocation be borne by other than those legally required to bear such costs.
2. Institution and completion of proceedings necessary for changes and improvements in public-owned public utilities within or affecting the Project Area.
3. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

4. Imposition whenever necessary of appropriate design controls within the limits of this Redevelopment Plan in the Project Area to ensure their proper development and use.
5. Provisions for administration and enforcement of this Redevelopment Plan by the applicable Participating Jurisdictions after development.
6. The undertaking and completion of any other proceedings necessary to carry out this Redevelopment Plan.
7. The expenditure of any funds from the Participating Jurisdictions in connection with redevelopment of the Project Area pursuant to the Redevelopment Plan.

SECTION IX. (900) ADMINISTRATION AND ENFORCEMENT

Upon adoption, the administration and enforcement of this Redevelopment Plan or other documents implementing this Redevelopment Plan shall be performed by VVEDA.

The provisions of this Redevelopment Plan or other documents entered into pursuant to this Redevelopment Plan may also be enforced by court litigation by VVEDA. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

SECTION X. (1000) DURATION OF THIS REDEVELOPMENT PLAN

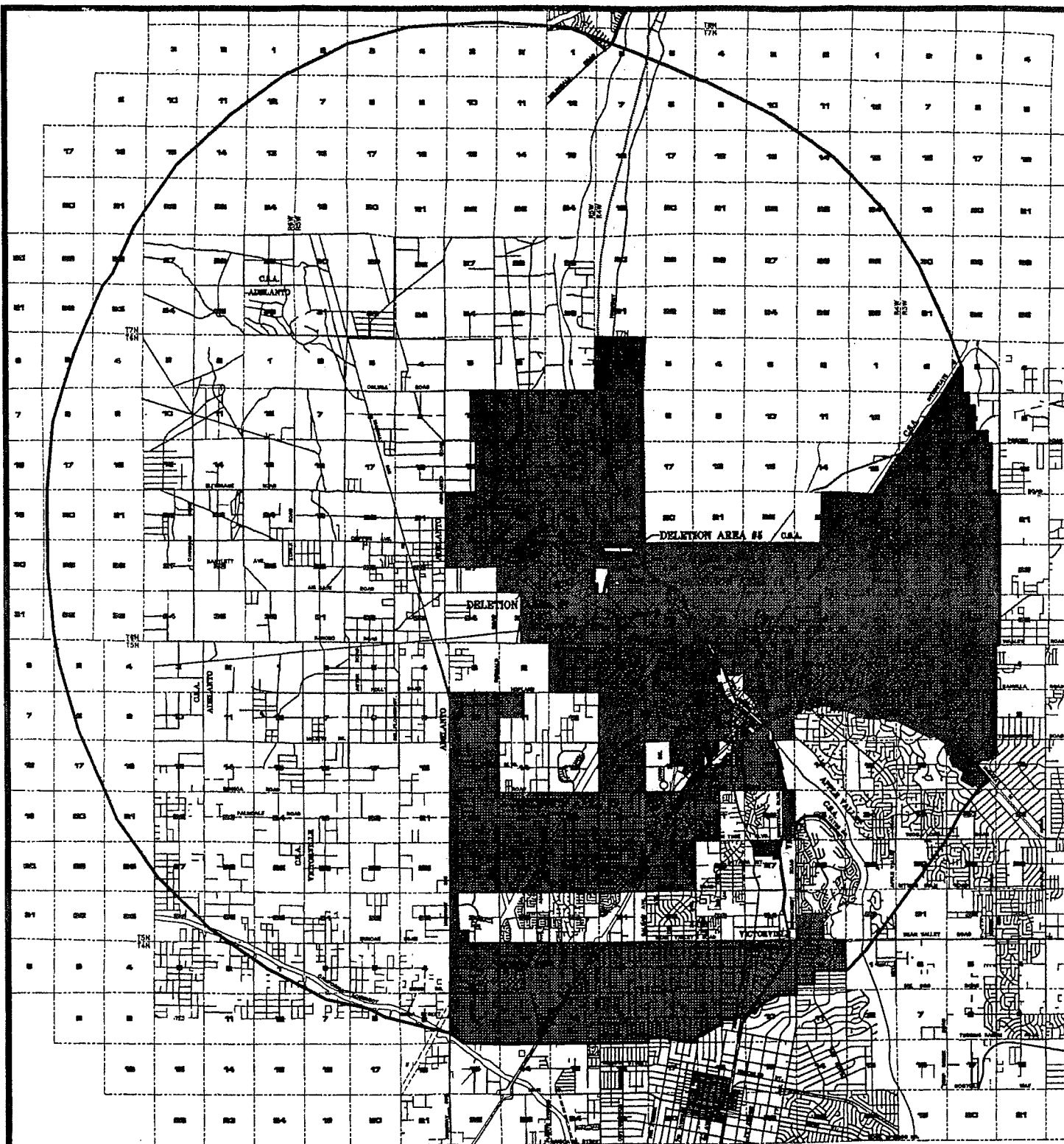
Except for the non-discrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Redevelopment Plan shall be effective, and the provisions of other documents formulated pursuant to this Redevelopment Plan may be made effective, for thirty (30) years from the effective date of adoption of this Redevelopment Plan by VVEDA provided, however, that VVEDA may collect tax increment revenues for a period of forty-five (45) years following the date of adoption of the ordinance adopting this Redevelopment Plan.

SECTION XI. (1100) PROCEDURE FOR AMENDMENT

This Redevelopment Plan may be amended by means of the procedure established in Sections 33450-33458 of the Redevelopment Law or by any other procedure hereafter established by law.




EXHIBIT A

PROJECT AREA MAP

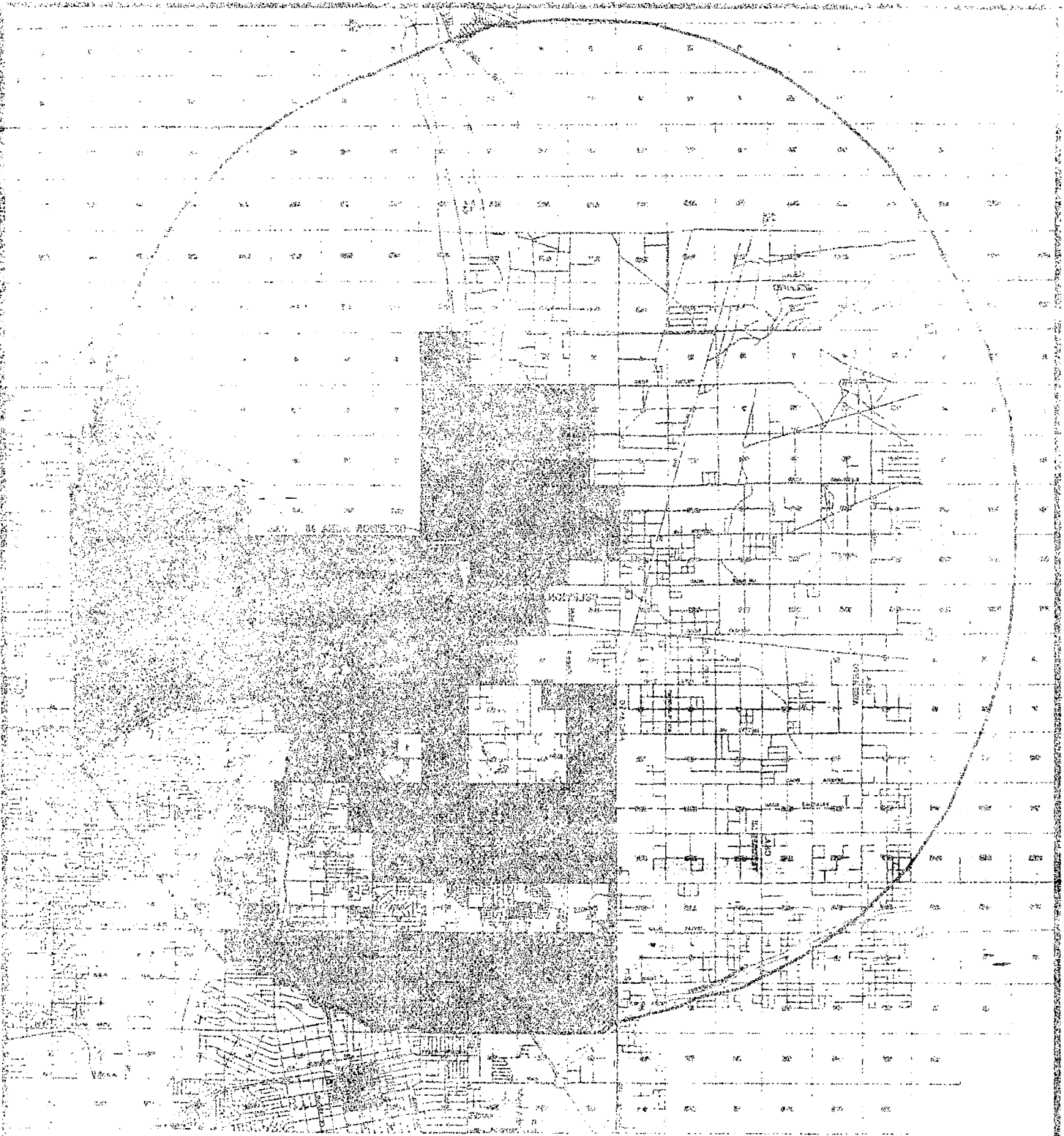


SCALE: 1"=15000'

LEGEND

-  8 Mile Buffer from Base Boundary
-  City Boundaries
-  Recommended VVEDA Redevelopment Project Areas

VICTOR VALLEY ECONOMIC DEVELOPMENT AUTHORITY
GEORGE AIR FORCE BASE REUSE PROJECT



LEGEND

- 3 Mile Buffer from Base Boundary
- City Boundary
- Recommended VEDA Redevelopment Project Area

VICTOR VALLEY ECONOMIC DEVELOPMENT AUTHORITY
 GEORGE AIR FORCE BASE REDEVELOPMENT PROJECT AREA

EXHIBIT B

LEGAL DESCRIPTION

VICTOR VALLEY ECONOMIC DEVELOPMENT AUTHORITY
GEORGE AIR FORCE BASE REUSE PROJECT
REDEVELOPMENT AREA DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SECTION 6, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA;

1. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SECTION 1, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
2. THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SECTION 12, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
3. THENCE WEST ALONG THE NORTH LINE OF SECTIONS 12, 11, AND 10 TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 10, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
4. THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 10, TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 15, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
5. THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 15, NORTH 89°10'10" EAST, 529.00 FEET, TO THE EAST LINE OF PROPERTY DESCRIBED IN BOOK 8109, PAGE 312 IN OFFICIAL RECORDS OF SAID COUNTY;
6. THENCE SOUTH ALONG SAID EAST LINE OF SAID PROPERTY DESCRIBED IN O.R. 8109/312, SOUTH 0°16'20" EAST, 5346.81 FEET TO THE NORTH LINE OF SECTION 22, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
7. THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF SAID SECTION 22;
8. THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 22 AND SECTION 27, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN, TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID SECTION 27;
9. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID NORTH ONE-HALF TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF SAID SECTION 27;
10. THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 27, TO THE SOUTHEAST CORNER OF SAID SECTION 27;
11. THENCE EASTERLY ALONG THE NORTHERLY LINE OF SECTION 35, T.6N., R.5W., SAN BERNARDINO BASE AND MERIDIAN TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF SAID SECTION 35;
12. THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID EASTERLY ONE-HALF OF SAID SECTION 35, TO THE SOUTHWEST CORNER OF SAID ONE-HALF OF SAID SECTION 35;
13. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SECTION 1 T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;

14. THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF SAID SECTION 1;
15. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF SAID SECTION 1;
16. THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SECTIONS 7 AND 18, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN TO THE SOUTHWEST CORNER OF SAID SECTION 18;
17. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SECTIONS 23 AND 24, T.5N., R.5W., TO THE NORTHWEST CORNER OF SAID SECTION 23;
18. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SECTIONS 10 AND 15, T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
19. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE SOUTHEAST CORNER OF NORTHWEST QUARTER OF SAID SECTION 11;
20. THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE NORTHERLY LINE OF SAID SECTION 11;
21. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 11 AND SECTION 10, T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN TO THE EASTERLY LINE OF STATE HIGHWAY 395;
22. THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID STATE HIGHWAY 395 TO THE NORTHERLY LINE OF THE CALIFORNIA AQUEDUCT;
23. THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF THE CALIFORNIA AQUEDUCT TO THE SOUTHERLY LINE OF SECTION 10, T.4N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
24. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 10 AND SECTIONS 11 AND 12, T.4N., R.5W., SAN BERNARDINO BASE AND MERIDIAN AND SECTION 7, T.4N., R.4W., SAN BERNARDINO BASE AND MERIDIAN TO THE SOUTHEAST CORNER OF SAID SECTION 7; SAID SOUTHEAST CORNER OF SAID SECTION 7 ALSO BEING THE INTERSECTION OF THE CENTERLINES OF MOJAVE STREET AND BALSAM AVENUE;
25. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID BALSAM AVENUE TO THE CENTERLINE INTERSECTION MAUNA LOA STREET;
26. THENCE EASTERLY ALONG THE CENTERLINE OF SAID MAUNA LOA STREET TO THE CENTERLINE INTERSECTION OF SEVENTH AVENUE;
27. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID SEVENTH AVENUE TO THE CENTERLINE INTERSECTION OF VERDE STREET;
28. THENCE EASTERLY AND NORTHEASTERLY ALONG THE CENTERLINE OF SAID VERDE STREET TO THE CENTERLINE INTERSECTION OF THIRD AVENUE;

29. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID THIRD AVENUE TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LOT LINE OF LOT 136, IN TRACT NO. 5037 AS RECORDED IN MAP BOOK 60, PAGES 18 THROUGH 20, INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY OF SAN BERNARDINO;
30. THENCE EASTERLY ALONG THE NORTHERLY PROPERTY LINES OF LOTS 137 THROUGH 127 OF SAID TRACT NO. 5037 TO THE CENTERLINE OF FIRST AVENUE;
31. THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID FIRST AVENUE TO THE CENTERLINE INTERSECTION OF MESA STREET;
32. THENCE EASTERLY ALONG THE CENTERLINE OF SAID MESA STREET TO THE CENTERLINE INTERSECTION OF HESPERIA ROAD AND WEST SANTA FE AVENUE;
33. THENCE EASTERLY AND NORTHEASTERLY ALONG THE CENTERLINE OF SAID WEST SANTA FE AVENUE TO A POINT BEING AT A RIGHT ANGLE TO SAID CENTERLINE OF WEST SANTA FE AVENUE AND THE INTERSECTION OF DARWIN AVENUE AND EAST SANTA FE AVENUE;
34. THENCE SOUTHEASTERLY TO SAID INTERSECTION OF CENTERLINES OF EAST SANTA FE AVENUE AND DARWIN STREET;
35. THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID EAST SANTA FE AVENUE TO THE NORTHWESTERLY PROLONGATION OF THE MOST NORTHERLY PROPERTY LINES OF LOTS 23 AND 24 OF TRACT NO. 4600 AS RECORDED IN MAP BOOK 59, PAGES 43 THROUGH 47, INCLUSIVE, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY;
36. THENCE SOUTHEASTERLY ALONG SAID NORTHERLY PROPERTY LINES TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 24;
37. THENCE NORTHEASTERLY ALONG THE WESTERLY AND NORTHWESTERLY PROPERTY LINES OF LOTS 25 THROUGH 39, INCLUSIVE OF SAID TRACT NO. 4600 TO THE SOUTHWEST PROPERTY CORNER OF LOT 40 OF SAID TRACT NO. 4600;
38. THENCE NORTHERLY ALONG THE WESTERLY PROPERTY LINE AND ITS NORTHERLY PROLONGATION THEREOF OF SAID LOT 40 TO THE CENTERLINE OF EUCALYPTUS STREET;
39. THENCE EASTERLY ALONG THE CENTERLINE OF SAID EUCALYPTUS STREET TO THE CENTERLINE INTERSECTION OF "I" AVENUE;
40. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID "I" AVENUE TO THE CENTERLINE INTERSECTION OF HACKBERRY STREET;
41. THENCE EASTERLY ALONG THE CENTERLINE OF SAID HACKBERRY STREET TO THE CENTERLINE INTERSECTION OF PEACH AVENUE;
42. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID PEACH AVENUE TO THE CENTERLINE INTERSECTION OF ALDER STREET;

43. THENCE EASTERLY ALONG THE CENTERLINE OF SAID ALDER STREET AND ITS EASTERLY PROLONGATION THEREOF TO THE WESTERLY LINE OF SECTION 1, T.4N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
44. THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE CENTERLINE OF BEAR VALLEY CUT-OFF;
45. THENCE WESTERLY ALONG SAID CENTERLINE OF BEAR VALLEY CUT-OFF TO THE CENTERLINE INTERSECTION OF SPRING VALLEY PARKWAY;
46. THENCE NORTHERLY ALONG SAID CENTERLINE OF SPRING VALLEY PARKWAY TO THE CENTERLINE INTERSECTION OF PAHUTE AVENUE;
47. THENCE WESTERLY ALONG SAID CENTERLINE OF PAHUTE AVENUE TO THE CENTERLINE INTERSECTION OF RIDGECREST ROAD;
48. THENCE SOUTHERLY ALONG SAID CENTERLINE OF RIDGECREST ROAD TO THE CENTERLINE INTERSECTION OF BEAR VALLEY CUT-OFF;
49. THENCE WESTERLY ALONG SAID CENTERLINE OF BEAR VALLEY CUT-OFF TO THE EASTERLY LINE OF PARCEL MAP NO. 13028, RECORDED IN PARCEL MAP BOOK 149, PAGES 8 THROUGH 10, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY;
50. THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID PARCEL MAP TO THE NORTHERLY LINE OF SAID PARCEL MAP NO. 13028;
51. THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SAID PARCEL MAP NO. 13028 AND THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE TO THE CENTERLINE OF CANTINA DRIVE;
52. THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CANTINA DRIVE TO THE SOUTHERLY LINE OF SECTION 27, T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN;
53. THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 27 AND SECTIONS 25 AND 26 T.5N., R.5W., SAN BERNARDINO BASE AND MERIDIAN AND SECTIONS 29 AND 30 T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN TO THE SOUTHEAST CORNER OF SAID SECTION 29;
54. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 29 TO THE SOUTHWEST CORNER OF THE WEST ONE-HALF OF SECTION 21, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
55. THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 21 TO THE EAST LINE OF SAID WEST ONE-HALF OF SAID SECTION 21;
56. THENCE NORTH ALONG THE EAST LINE OF SAID WEST ONE-HALF TO THE NORTH LINE OF SAID SECTION 21;
57. THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 AND SECTION 22, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 21, T.5N., T.4W.;

58. THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 22 TO THE WESTERLY LINE OF THE ATCHISON, TOPEKA, AND SANTA FE RAILROAD RIGHT-OF-WAY;
59. THENCE SOUTHWESTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO THE NORTHERLY LINE OF SECTION 27, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
60. THENCE WESTERLY ALONG THE SAID NORTHERLY LINE OF SAID SECTION 27 TO THE EASTERLY RIGHT-OF-WAY LINE OF HESPERIA ROAD;
61. THENCE SOUTHERLY ALONG SAID RIGHT-OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
62. THENCE EAST TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;
63. THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
64. THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF HESPERIA ROAD;
65. THENCE SOUTHERLY ALONG THE EASTERLY LINE OF HESPERIA ROAD TO A POINT ON THE SOUTHERLY LINE OF THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
66. THENCE EASTERLY TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;
67. THENCE SOUTHERLY TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;
68. THENCE EASTERLY TO THE EASTERLY LINE OF THE ATCHISON, TOPEKA, AND SANTA FE RAILROAD RIGHT-OF-WAY;
69. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT-OR-WAY TO THE SOUTHERLY LINE OF SECTION 22, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
70. THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 22 TO THE SOUTHEAST CORNER OF SAID SECTION 22;
71. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 22 TO THE NORTHEAST CORNER OF SAID SECTION 22;

72. THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SAID SECTION 22 TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY;
73. EXCEPTING THEREFROM THAT PORTION OF LAND LYING WITHIN THE MOJAVE NARROWS REGIONAL PARK;
74. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT-OR-WAY TO THE SOUTHERLY LINE OF SECTION 10, T.5N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
75. THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 10 TO THE SOUTHWEST CORNER OF THE EASTERLY ONE-HALF OF SAID SECTION 10;
76. THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY ONE-HALF OF SAID SECTION 10 TO THE SOUTHWESTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY;
77. THENCE NORTHWESTERLY ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTHEASTERLY LINE OF STATE HIGHWAY 18;
78. THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF STATE HIGHWAY 18 TO THE CENTERLINE OF THE MOJAVE RIVER;
79. THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE MOJAVE RIVER TO THE SOUTHERLY LINE OF SAID SECTION 10;
80. THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SECTION 10 TO THE SOUTHEAST CORNER OF SAID SECTION 10;
81. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 10 TO THE NORTHWEST CORNER OF LOT 60 OF TRACT NO. 4994, RECORDED IN MAP BOOK 61, PAGES 28 THROUGH 30, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY;
82. THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 60 AND THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE TO THE CENTERLINE OF POTOMAC ROAD;
83. THENCE NORTHERLY ALONG SAID CENTERLINE OF POTOMAC ROAD TO THE CENTERLINE INTERSECTION OF QUANTICO ROAD;
84. THENCE EASTERLY ALONG SAID CENTERLINE OF QUANTICO ROAD TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOTS 38, 40, AND 41 IN TRACT NO 4994 AS RECORDED IN MAP BOOK 61, PAGES 28 THROUGH 30 INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY;
85. THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID LOTS TO THE MOST NORTHERLY CORNER OF SAID LOT 41;
86. THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 41 TO THE WESTERLY LINE OF QUANTICO LANE;
87. THENCE SOUTHEASTERLY FROM SAID WESTERLY LINE OF QUANTICO LANE TO THE MOST NORTHERLY CORNER OF LOT 42 OF SAID TRACT NO. 4994;

88. THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 42 TO THE NORTHEASTERLY CORNER OF SAID LOT 42;
89. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOTS 50 AND 51 OF SAID TRACT NO. 4994 TO THE NORTHWESTERLY CORNER OF LOT 45 OF SAID TRACT;
90. THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 45 TO THE NORTHEASTERLY CORNER OF SAID LOT 45;
91. THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF LOT 48 OF SAID TRACT AND THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE TO THE CENTERLINE OF APPLE VALLEY ROAD;
92. THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF APPLE VALLEY ROAD TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOTS 19 AND 22 OF SAID TRACT NO. 4994;
93. THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION AND THE NORTHERLY LINE OF SAID LOTS TO THE WESTERLY LINE OF QUANTICO ROAD;
94. THENCE EASTERLY FROM SAID WESTERLY LINE OF QUANTICO ROAD TO THE SOUTHWEST CORNER OF LOT 9 OF SAID TRACT NO. 4994;
95. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9;
96. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE SOUTHWEST CORNER OF LOT 24 OF TRACT NO. 4492 RECORDED IN MAP BOOK 55, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY;
97. THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 24 TO THE WESTERLY LINE OF TUSCOLA ROAD;
98. THENCE EASTERLY FROM SAID WESTERLY LINE OF TUSCOLA ROAD TO THE NORTHWESTERLY CORNER OF LOT 38 OF SAID TRACT;
99. THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 38 AND LOT 41 OF SAID TRACT TO THE WESTERLY LINE OF KASOTA ROAD;
100. THENCE SOUTHEASTERLY FROM SAID WESTERLY LINE OF KASOTA ROAD TO THE NORTHWEST CORNER OF LOT 75 OF SAID TRACT;
101. THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 75 AND LOT 78 OF SAID TRACT TO THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE TO THE CENTERLINE OF OLALEE ROAD;
102. THENCE SOUTHERLY ALONG SAID CENTERLINE OF OLALEE ROAD TO THE CENTERLINE INTERSECTION OF TALOGA ROAD;
103. THENCE EASTERLY ALONG SAID CENTERLINE OF TALOGA ROAD TO THE CENTERLINE INTERSECTION OF MONDAMON ROAD;

104. THENCE EASTERLY FROM SAID INTERSECTION TO THE NORTHWEST CORNER OF LOT 91 OF SAID TRACT;
105. THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 91 AND SOUTHERLY ALONG THE EAST LINE OF SAID TRACT 4492 TO THE SOUTHWEST CORNER OF LOT 137 OF TRACT NO. 4053, RECORDED IN MAP BOOK 53, PAGES 7 THROUGH 10, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY;
106. THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 137 AND THE PROLONGATION OF SAID SOUTHERLY LINE TO THE CENTERLINE OF POHEZ ROAD;
107. THENCE SOUTHERLY ALONG SAID CENTERLINE OF POHEZ ROAD TO THE CENTERLINE INTERSECTION OF COCQUI ROAD;
108. THENCE EASTERLY ALONG SAID CENTERLINE OF COCQUI ROAD TO THE ANGLE OF SAID CENTERLINE OF SAID STREET;
109. THENCE CONTINUING ALONG SAID CENTERLINE OF COCQUI ROAD TO THE CENTERLINE INTERSECTION OF SYMERON ROAD;
110. THENCE EASTERLY ALONG SAID CENTERLINE OF SYMERON ROAD TO THE CENTERLINE INTERSECTION OF YANAN ROAD;
111. THENCE NORTHERLY ALONG SAID CENTERLINE OF YANAN ROAD TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE LOT 25 OF TRACT NO. 3626, RECORDED IN MAP BOOK 48, PAGES 59 AND 60, RECORDS OF SAN BERNARDINO COUNTY;
112. THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 25 AND LOT 24 AND THE EASTERLY PROLONGATION OF SAID SOUTHERLY LINE TO THE CENTERLINE OF ATNAH ROAD;
113. THENCE SOUTHERLY ALONG SAID CENTERLINE OF ATNAH ROAD TO THE CENTERLINE INTERSECTION OF SYMERON ROAD;
114. THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CENTERLINE OF SYMERON ROAD TO THE ANGLE POINT OF SAID CENTERLINE OF SAID ROAD;
115. THENCE CONTINUING NORTHEASTERLY ALONG SAID CENTERLINE OF SYMERON ROAD TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 2693 OF TRACT NO. 3333, RECORDED IN MAP BOOK 44, PAGES 59 THROUGH 61, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY;
116. THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2693 AND LOTS 2691, 2692, AND 2690 OF SAID TRACT TO THE SOUTHEAST CORNER OF LOT 2690 OF SAID TRACT;
117. THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2690 TO THE SOUTHERLY LINE OF COUNTY ROAD;
118. THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF COUNTY ROAD TO THE NORTHWEST CORNER OF LOT 2688 OF SAID TRACT;
119. THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2688 TO THE SOUTHWEST CORNER OF SAID LOT 2588;

120. THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2688 AND LOTS 2685, 2686, AND 2687 OF SAID TRACT AND THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHERLY LINE TO THE EASTERLY LINE OF RANCHERIAS ROAD;
121. THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF RANCHERIAS ROAD TO THE MOST NORTHERLY LINE OF LOT 2991 OF TRACT NO. 3431 RECORDED IN MAP BOOK 45, PAGES 23 THROUGH 26, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY;
122. THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID LOT 2991 TO THE NORTHEAST CORNER OF SAID LOT 2991;
123. THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 2991 TO THE NORTHEASTERLY CORNER OF LOT 2990 OF SAID TRACT;
124. THENCE NORTH 58°43'40"E, 176.00 FEET;
125. THENCE SOUTH 56°17'00"E, 373.90 FEET;
126. THENCE SOUTH 42°37'20"W, 311.13 FEET TO A POINT ON THE MOST NORTHEASTERLY LINE OF LOT 2985 OF SAID TRACT;
127. THENCE SOUTHEASTERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT NO. 3431 TO THE SOUTHEAST CORNER OF LOT 2979 OF SAID TRACT; SAID SOUTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 2566, OF TRACT 3256, RECORDED IN MAP BOOK 43, PAGES 71 THROUGH 74, INCLUSIVE, RECORDS OF SAID COUNTY;
128. THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOTS 2566 THROUGH 2561 TO THE NORTHEAST CORNER OF SAID LOT 2561 OF SAID TRACT 3256;
129. THENCE NORTH 48°48'32"E, 352.62 FEET;
130. THENCE SOUTH 41°18'30"E, 544.97 FEET TO THE MOST NORTHERLY CORNER OF LOT 2556 OF SAID TRACT 3256;
131. THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOTS 2555 THROUGH 2552 AND LOT 2548 OF SAID TRACT AND THE NORTHEASTERLY PROLONGATION OF SAID NORTHWESTERLY LINE OF SAID LOT 2548, TO THE CENTERLINE OF STATE HIGHWAY 18;
132. THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF STATE HIGHWAY 18 TO THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF WA-KI-TA BOULEVARD; SAID BOULEVARD BEING SHOWN ON PARCEL MAP NO. 10826, AS RECORDED IN PARCEL MAP BOOK 134, PAGES 3 THROUGH 5, INCLUSIVE, RECORDS OF SAID COUNTY;
133. THENCE NORTHEASTERLY TO AND ALONG SAID SOUTHEASTERLY LINE OF WA-KI-TA BOULEVARD TO THE MOST WESTERLY CORNER OF PARCEL 6 OF SAID PARCEL MAP 10826;
134. THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 6 TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 6;
135. THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 6 TO THE MOST EASTERLY CORNER OF SAID PARCEL 6;

136. THENCE NORTHEASTERLY AND EASTERLY ALONG THE SOUTHEASTERLY LINE OF PARCEL 7 AND PARCEL 8 OF SAID PARCEL MAP 10826 TO THE SOUTHEAST CORNER OF LOT 1809 OF TRACT NO. 3225, AS RECORDED IN MAP BOOK 43, PAGES 15 THROUGH 18, INCLUSIVE, RECORDS OF SAID COUNTY OF SAN BERNARDINO;
137. THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1809 AND THE NORTHERLY PROLONGATION OF SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY LINE OF APACHE ROAD;
138. THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF APACHE ROAD TO THE SOUTHEAST CORNER OF LOT 1810 OF SAID TRACT NO. 3225;
139. THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1810 TO THE MOST WESTERLY CORNER OF SAID LOT 1810;
140. THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1810 AND LOT 1811 OF SAID TRACT NO. 3225 TO THE EASTERLY LINE OF SECTION 17, T.5N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
141. THENCE NORTH ALONG SAID EAST LIEN OF SECTION 17 AND THE EAST LINE OF SECTION 8 AND SECTION 5, T.5N., R.3W., SAN BERNARDINO BASE AND MERIDIAN TO THE SOUTH LINE OF SECTION 32, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
142. THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 32;
143. THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 32 AND ALONG THE EAST LIEN OF SECTION 29 AND 20, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN TO THE NORTHEAST CORNER OF SAID SECTION 20.
144. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 20 TO THE SOUTHWEST CORNER OF THE EASTERLY 844 FEET OF SECTION 17, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
145. THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID EASTERLY 844 FEET OF SAID SECTION 17 TO THE NORTHERLY LINE OF SAID SECTION 17, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
146. THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SAID SECTION 17 TO THE SOUTHWEST CORNER OF THE EAST ON-HALF OF THE EAST ON-HALF OF SECTION 8, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
147. THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EAST ON-HALF OF THE EAST ONE-HALF OF SAID SECTION 8 TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;
148. THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;
149. THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EAST ONE-HALF OF SAID SECTION 8 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;

150. THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8;
151. THENCE NORTH ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 TO THE NORTH LINE OF SAID SECTION 8;
152. THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 8 TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 5, T.6N., R.3W., SAN BERNARDINO BASE AND MERIDIAN;
153. THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID SECTION 5 TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID SECTION 5;
154. THENCE WEST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 5 TO THE EASTERLY LINE OF INTERSTATE HIGHWAY 15;
155. THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF INTERSTATE HIGHWAY 15 TO THE NORTHERLY LINE OF SECTION 24, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
156. THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 24 AND SECTION 23, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN, TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 23;
157. THENCE SOUTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 23 TO THE SOUTH LINE OF SAID SECTION 23;
158. THENCE WESTERLY ALONG THE SOUTH LINES OF SAID SECTION 23 AND SECTIONS 22, 21, AND 20, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SECTION 19, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN;
159. THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 19 AND SECTIONS 18, 7, AND 6, T.6N., R.4W., SAN BERNARDINO BASE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 6; SAID NORTHEAST CORNER BEING THE POINT OF BEGINNING.

DELETION AREA NO. 1

Legal Description for Deletion Area No. 1 is as follows:

1. All that area in the City of Victorville, County of San Bernardino, State of California... being those portions of Sections 4, 16, the West half of Section 9 and the West half of Section 10, Township 5 North, Range 4 West, also being that portion of the Southeast quarter of the Southwest quarter of Section 33, Township 6 North, Range 4 West of the San Bernardino Base and Meridian, more particularly described as follows:
2. Beginning at a point at the Southeast corner of said Section 4, as shown on Appleton Land Water and Power Company's Subdivision Number 4, recorded in Book 21, Page 19, Records of said County;
3. Thence North $00^{\circ}33'00''$ E, 1622.61 feet along the Easterly line of said Subdivision to the Southerly right-of-way of State Highway Number 15 as shown on State Highway Map Number 426584;
4. Thence continuing North $00^{\circ}33'00''$ E, 337.02 feet to the Northerly right-of-way of said State Highway as shown on said State Highway map;
5. Thence South $53^{\circ}56'48''$ W, 239.22 feet along the Northerly right-of-way of said State Highway;
6. Thence South $57^{\circ}48'07''$ W, 319.88 feet continuing along said Northerly right-of-way to a point on the Northerly line of Lot Number 78 as shown on said Appleton Land Water & Power Company Subdivision Number 4;
7. Thence South $89^{\circ}52'00''$ W, 1342.00 feet to the Easterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad as shown on said Subdivision;
8. Thence North $21^{\circ}02'00''$ W, 1060.68 feet along said right-of-way to the Southwest corner of Lot Number 16 as shown on Appleton Land Water and Power Company Subdivision Number 3 recorded in Book 19, pages 80 to 82, Records of said County;
9. Thence continuing along said right-of-way North $21^{\circ}02'00''$ W, 309.02 feet to the beginning of a curve concave Southwesterly, having a radius of 2964.90 feet;
10. Thence Northwest along said curve through a central angle of $08^{\circ}01'00''$ an arc distance of 414.84 feet;
11. Thence continuing along said right-of-way North $29^{\circ}03'00''$ W, 1900.43 feet to a point on the Northerly line of said Section 4;
12. Thence North $29^{\circ}03'00''$ W, 346.99 feet continuing along said right-of-way;
13. Thence South $60^{\circ}12'15''$ W, 450.25 feet to a point on the westerly right-of-way of National Trails Highway as shown on a State Highway Map (Route 31);
14. Thence Southeasterly along said right-of-way to the beginning of a tangent curve concave Southwesterly having radius of 1460.00 feet;
15. Thence Southeasterly along said curve through a central angle of $23^{\circ}07'00''$ an arc distance of 589.05 feet;
16. Thence South $29^{\circ}04'30''$ E, 749.44 feet continuing along said right-of-way to the beginning of a tangent curve concave Northeasterly, having a radius of 1540.00 feet;

17. Thence Southeasterly along said curve through a central angle of 11°40'00" an arc distance of 313.58 feet;
18. Thence South 40°44'30"E, 540.03 feet continuing along said right-of-way to the beginning of a tangent curve concave Southeasterly having a radius of 1160.00 feet;
19. Thence Southeasterly along said curve through a central angle of 17°21'37" an arc distance of 351.47 feet to the most Northerly corner of Lot Number 12 of Appleton Land Water and Power Company's Subdivision Number 3 recorded in Book 19, Pages 80 to 82 Records of said County, a radial bearing through said point bears North 66°37'07"E;
20. Thence South 68°58'00"E, 76.75 feet along the Northwesternly line of said lot to its most Westerly corner;
21. Thence along the Southeast line of said lot through the following various courses:
South 10°01'00"E; 126.17 feet;
South 2°16'00"E; 213.00 feet;
South 05°24'00"E; 406.00 feet;
South 05°58'00"E; 187.00 feet; .
22. Thence South 14°45'00"E, 95.57 feet to a point on the Northerly line of parcel 1 as shown on Parcel Map Number 5567 recorded in Book 51, Pages 85 to 86, Records of said County;
23. Thence South 68°58'00"W, 282.27 feet along said North line to an angle point;
24. Thence South 42°36'05"W, 277.31 feet along the Northwesternly line of said parcel to its most Westerly corner;
25. Thence South 21°45'48"E, 763.19 feet along the Southwesterly line of said parcel to its most Southerly corner;
26. Thence North 68°58'00"E, 290.21 feet along the Southerly line of said parcel;
27. Thence South 21°02'00"E, 235.60 feet to a point on the Northerly right-of-way line of State Highway Number 15 as shown on State Highway Map Number 424014;
28. Thence South 20°21'19"E, 950.04 feet through said State Highway right-of-way to a point on the Southerly right-of-way line of said State Highway said point also being on the Westerly line of Lot Number 6 of said Appleton Land Water and Power Company's Subdivision Number 3;
29. Thence South 11°37'00"E, 81.73 feet along said Westerly line to an angle point; thence South 33°49'00"E, 610.03 feet to a point on the Southwesterly line of Lot Number 4 of said subdivision;
30. Thence South 31°41'00"E, 161.92 feet to the most Southwesterly corner of said lot;
31. Thence South 32°17'00"E, 97.00 feet;
32. Thence North 51°55'00"E, 102.45 feet to the most Southerly corner of said Lot Number 4;

33. Thence Southeast along the Northeasterly line of Lot Number 18 of said subdivision through the following various courses:
South 38°35'00"E; 120.00 feet;
South 34°43'00"E; 200.00 feet;
South 36°17'00"E; 200.00 feet;
34. South 52°43'00"E; 82.09 feet to the Northwesternly right-of-way of First Street being 60 feet in Width measured at right angles;
35. Thence South 43°28'00"W, 926.92 feet along said right-of-way line to its terminus point as shown on Subdivision, said point also being the terminus point for the Southwesterly right-of-way line of "A" Street being 60 feet in width measured at right angles as shown on said Subdivision, also shown on the Riverview Tract recorded in Book 20, Page 33, Records of said County;
36. Thence South 46°32'00"E, 750.70 feet to the most Easterly corner of Lot Number 2 as shown on said tract, said point also being on the Northerly right-of-way of Forrest Street as it now exists; Thence South 19°23'34"W, 54.51 feet along said right-of-way to the Northerly line of the Ackley Terrace Tract recorded in Book 20, Page 2, Records of said County;
37. Thence North 89°52'00"W, 42.31 feet along said Northerly line to the most Northeasterly corner of Lot Number 3 of said Tract Map;
38. Thence South 00°26'00"E, 494.78 feet along the Westerly line of said lot and its Southerly prolongation to the Southeasterly corner of Lot 6 of said tract, a portion of said prolongation being the westerly right-of-way of Forrest Street being 40 feet in width measured at right angles said point also being on the Northerly right-of-way of the street being 60 feet in width measured at right angles;
39. Thence South 43°28'00"W, 146.39 feet along said Northerly right-of-way to the Southwesterly corner of Lot Number 7 of said tract, said point also being on the Westerly boundary of said tract;
40. Thence South 00°26'00"W, 1053.10 feet along said westerly boundary and its Southerly prolongation to the most Southeasterly corner of parcel 1 as shown on Parcel Map Number 388 recorded in Book 5, Page 36, Records of said County, said point also being on the Northwesternly right-of-way line of Sixth Street being 62 feet in width at said point;
41. Thence South 43°43'12"W, 294.84 feet along the Southeasterly line of said parcel map to an angle point;
42. Thence South 43°27'30"W, 131.47 feet continuing along said Southeasterly line to the most Southerly corner of Parcel 2 of said parcel map;
43. Thence South 00°37'27"W, 2.94 feet along the prolongation of the Westerly line of said parcel map at an angle point on said Northwesternly right-of-way line of Sixth Street as it now exists being 60 feet in width measured at right angles;
44. Thence South 43°27'30"W, 837.34 feet continuing along said Northwesternly right-of-way to the beginning of a tangent curve concave Northwesternly having a radius of 200.00 feet;
45. Thence along said curve through a central angle of 45°53'38" having an arc distance of 160.20 feet to a point on the Northerly line of Mojave Drive as it now exists;
46. Thence South 89°21'08"W, 314.50 feet continuing along said right-of-way;

47. Thence South $01^{\circ}08'45''$ W, 39.00 feet along the Westerly line of the Southeast quarter of Section 9, Township 5 North, Range 4 West, San Bernardino Base and Meridian to the South Quarter Corner of said Section, said point also being the north quarter corner of Section 16;
48. Thence South $01^{\circ}08'45''$ W, 1120.50 feet along the Westerly line of the Northeast quarter Section 16 to a point on the Northwesternly right-of-way of a 16-foot alley being 16 feet in width measured at right angles as shown on Highway Addition to Victorville, Recorded in Book 23, Pages 45 to 46, Records of said County;
49. Thence South $47^{\circ}25'00''$ W, 354.77 feet to a point on the Northeasterly line of Tract 3903, recorded in Book 51, Pages 2 to 3, Records of said County;
50. Thence North $42^{\circ}29'50''$ W, 4.00 feet along the northeasterly line of said tract to the most Easterly corner of Lot 1 of said Tract Number 3903, said point also being the northwesterly right-of-way 3903, said point also being the northwesterly right-of-way line of a 16-foot alley measured at right angles;
51. Thence South $47^{\circ}25'00''$ W, 200.00 feet to the most Southerly corner of said Lot Number 1, said point also being on the Northeasterly right-of-way line of Tatum Road being 60 feet wide, measured at right angles as shown on said Tract Map;
52. Thence South $49^{\circ}33'45''$ W, 60.04 feet to a point on the Southwesterly right-of-way of said road, said point also being on the Northeasterly line of Lot Number 98 of said Tract;
53. Thence South $42^{\circ}35'00''$ E, 0.33 feet to the most Easterly corner of said lot, said point also being on the Northwesternly right-of-way line of said alley being a 20-foot wide alley measured at right angles at said point.
54. Thence South $49^{\circ}33'45''$ W, 602.76 feet continuing along said right-of-way to the beginning of tangent curve concave Southeasterly having a radius of 1050.00 feet as shown on Tract Number 4372 recorded in Book 54, Pages 57 to 48, Records of said County;
55. Thence along said curve through a central angle of $14^{\circ}57'00''$ an arc distance of 273.97 feet to a point on a non-tangent curve having a radius of 70.00 feet, a radial through said point from the radius of 1050.00 feet bears North $55^{\circ}23'15''$ W and a radial from the radius of 70.00 feet bears South $34^{\circ}36'35''$ W, said point being the most Southerly corner of Lot Number 7 of said Tract, said point also being on the Northeasterly right-of-way of Victor Street being 60-feet wide measured at right angles;
56. Thence along said curve through a central angle of $47^{\circ}35'12''$ an arc distance of 58.14 feet to a point on said right-of-way line and its intersection with the prolongation of the South line of Lot Number 8 of said Tract;
57. Thence South $89^{\circ}19'15''$ W, 174.03 feet to the Southwesterly corner of said Lot Number 8;
58. Thence North $00^{\circ}04'45''$ W, 403.97 feet to the common corners of Lots 12, 13, and 16 of said Tract;
59. Thence West 330.00 feet along the Southerly line of said Tract;
60. Thence South $00^{\circ}41'23''$ E, 1183.12 feet to a point on a non-tangent curve concave Northwesternly having a radius of 2700.00 feet, a radial through said point bears South $49^{\circ}21'47''$ E, also being on the Northwesternly right-of-way of said 20-foot alley as shown on Tract Number 3284, recorded in Book 43, Pages 77 to 78, Records of said County;

61. Thence along said curve through a central angle of $06^{\circ}01'38''$ an arc distance of 284.02 feet;
62. Thence continuing along said right-of-way North $34^{\circ}36'35''$ E, 557.70 feet to a point on the Southwesterly line of said Victor Street as shown on said Tract Map;
63. Thence South $55^{\circ}23'15''$ E 300.00 feet along said right-of-way to a point on the centerline of 7th street (State Highway Number 31) as shown on said Tract Map;
64. Thence South $34^{\circ}36'35''$ W, 3.00 feet along said centerline;
65. Thence South $55^{\circ}23'15''$ E, 70.00 feet along the Northwesterly prolongation of the Southeasterly right-of-way of Victor Street being 66 feet in width measured at right angles as conveyed to the County of San Bernardino, per Book 4499, Page 168 Official Records to the beginning of a tangent curve concave Southwesterly having a radius of 267.00 feet;
66. Thence along said curve through a central angle $10^{\circ}46'15''$ an arc distance of 50.19 feet;
67. Thence South $44^{\circ}37'00''$ E, 158.52 feet continuing along said right-of-way;
68. Thence South $28^{\circ}36'15''$ W, 81.45 feet leaving said right-of-way;
69. Thence North $61^{\circ}23'45''$ W, 114.04 feet;
70. Thence South $34^{\circ}36'20''$ W, 223.21 feet to a point which is distant thereof North $61^{\circ}22'49''$ W, 378.00 feet from the most Easterly corner of Parcel 5 as shown on Parcel Map Number 7804 recorded in Book 32, Pages 81 to 82, Records of said County;
71. Thence South $61^{\circ}22'49''$ W, 440.22 feet along the Northwesterly line of said parcel a its Southeasterly prolongation to the most Easterly corner of Parcel 6 as shown on said parcel map, said point also being the Northeasterly corner of Lot Number 29 as shown on Tract Map Number 7407, Book 96, Pages 73 to 75, Records of said County;
72. Thence North $28^{\circ}36'15''$ E, 302.08 feet along the Northwesterly right-of-way of an alley being 20 feet in width measured at right angles as shown on said tract map to a point on a non-tangent curve concave Northerly having a radius of 433.00 feet, a radial through said point bears South $08^{\circ}37'01''$ W, said point also being on the Southerly right-of-way of Victor Street as conveyed to the County of San Bernardino per said office record, said Victor Street being 66 feet in width measured at right angles;
73. Thence along said curve through a central angle of $09^{\circ}14'31''$ an arc distance of 69.84 feet;
74. Thence North $89^{\circ}22'30''$ E, 555.59 feet continuing along said centerline to a point on the Easterly line of an alley being 30 feet in width measured at right angles as shown on said tract map;
75. Thence North $00^{\circ}31'30''$ W, 3.00 feet along the Easterly right-of-way of said alley to a point which is a distant thereof 30.00 feet measured at right angles from the centerline of said Victor Street;
76. Thence North $89^{\circ}22'30''$ E, 199.72 feet continuing along said right-of-way;

77. Thence North $00^{\circ}37'30''$ W, 179.70 feet along the Easterly right-of-way of Rodeo Drive and its Southerly prolongation to the beginning of a tangent curve concave Southeasterly having a radius of 170.00 feet as shown on Tract Number 7726, Book 91, Pages 51 to 53 Records of said County; said Rodeo Drive being 60 feet in width measured at right angles;
78. Thence along said curve through a central angle of $50^{\circ}16'16''$ an arc distance of 149.16 feet continuing along said right-of-way to a point on a non-tangent curve, a radial through said point bears North $40^{\circ}21'41''$ W,
79. Thence North $50^{\circ}31'05''$ W, 111.43 feet along the Northeasterly right-of-way of Culley Street and its Southeasterly prolongation to the beginning of a tangent curve concave Northeasterly, having a radius of 170.00 feet as shown on said tract map, said Culley Street being 60 feet in width measured at right angles;
80. Thence along said curve through a central angle of $49^{\circ}53'16''$ an arc distance of 148.02 feet;
81. Thence North $00^{\circ}37'49''$ W, 218.71 feet continuing along said right-of-way and its Northerly prolongation to a point on a non-tangent curve concave Northeasterly having a radius of 20 feet, a radial bearing through said point bears South $46^{\circ}58'52''$ W, said point being on the Southerly line of Lot Number 55 as shown on Tract Number 3708 recorded in Book 50, Pages 60 to 61;
82. Thence along said curve through a central angle of $90^{\circ}23'38''$ an arc distance of 31.55 feet to a point on the Southeasterly line of Culley Street as shown on said tract map, said Culley Street being 50 feet in width measured at right angles;
83. Thence North $47^{\circ}22'30''$ E, 837.16 feet along said Southeasterly right-of-way to the beginning of a tangent curve concave Southeasterly having a radius of 40.00 feet said point also being on the Northwesterly line of Lot Number 15 of said Tract;
84. Thence along said curve through a central angle of $41^{\circ}59'15''$ an arc distance of 29.31 feet to a point on the Southerly right-of-way of Lacy Street as shown on said Tract Map, said Lacy Street being 50 feet in width measured at right angle;
85. Thence North $89^{\circ}21'45''$ E, 381.07 feet along said Southerly right-of-way and its Easterly prolongation to the Easterly right-of-way of Mojave Drive as shown on said Highway Addition to Victorville;
86. Thence North $00^{\circ}33'15''$ W, 748.68 feet along said right-of-way to the most Southerly corner of Lot 189 of said map;
87. Thence North $32^{\circ}15'30''$ E, 231.85 feet along the Southeasterly line of said lot to its most Easterly corner, said point also being the southeast corner of Lot Number 23 of Tract 1819 recorded in Book 26, Page 49 Records of said County;
88. Thence North $57^{\circ}44'30''$ W, 165.00 feet to the Southwest corner of Lot Number 21 of said tract;
89. Thence North $32^{\circ}15'30''$ E, 130.00 feet along the Northwesterly line of said lot and its Northeasterly prolongation to the centerline of Tracy Street as shown on said tract, said Tracy Street being 90 feet in width measured at right angles;
90. Thence South $57^{\circ}44'30''$ E, 15.00 feet along said centerline;
91. Thence North $32^{\circ}15'30''$ E, 170.00 feet along the southwesterly prolongation of the northwesterly line of Lot Number 4 of said tract to the Southwest corner of said lot;

92. Thence South 57°44'30"E, 150.00 feet to the most Southeast corner of Lot Number 6 of said tract;
93. Thence North 32°15'30"E, 159.30 feet to the Northeast corner of said lot, said point being on the Southerly right-of-way of Union Street as shown on said Highway Addition to Victorville, said Union Street being 40 feet in width measured at right angles;
94. Thence North 17°19'58"E, 40.01 feet to a point on the Northerly line of said street, said point also being the Southerly corner of Lot Number 184 of said map;
95. Thence North 18°12'46"E, 297.37 feet to a point on the Southerly line of Lot Number 181 as shown on said map;
96. Thence North 57°44'30"W, 105.70 feet along said Southerly line;
97. Thence North 19°54'00"E, 152.46 feet to a point on the Northerly line of said lot;
98. Thence South 79°12'00"E, 21.71 feet along said Northerly line;
99. Thence North-08°44'00"E, 169.00 feet to a point on the Northerly line of Lot Number 180 as shown on said Highway addition to Victorville map;
100. Thence North 89°19'45"E, 171.64 feet along said Northerly line and its Easterly prolongation to a point on the Easterly line of Center Street as it now exists, being variable width;
101. Thence North 00°15'00"W, 611.93 feet along said right-of-way to a point on the Southeasterly right-of-way of 7th Street (State Highway Number 31);
102. Thence North 40°46'30"E, 293.61 feet to a point on the Southwesterly right-of-way line of Forrest Avenue as it now exists, said Forrest Avenue being 60 feet in width measured at right angles;
103. Thence South 46°32'00"E, 788.40 feet along said Southwesterly right-of-way to a point on the Northwesternly right-of-way of ninth street as shown on said Highway Addition to Victorville, said Ninth Street being 60 feet in width measured at right angles;
104. Thence South 42°48'40"W, 220.36 feet along said Northwesternly right-of-way to a point on the Westerly right-of-way of Hesperia Drive as shown on said map, said Hesperia Drive being 60 feet in width measured at right angles;
105. Thence South 00°00'22"E, 791.49 feet along said Westerly right-of-way;
106. Thence North 89°37'10"E, 459.60 feet along the Southerly line of an alley and its Westerly prolongation as shown on said Highway Addition to Victorville, said alley being 16 feet in width measured at right angles;
107. Thence North 00°00'22"W, 155.75 feet along the Easterly line of Lot Number 67 and its Southerly prolongation to the Northeasterly corner of said lot as shown on said map, said point also being the most Southeasterly corner of Parcel 1 as shown on Parcel Map Number 8073 recorded in Book 88, Pages 40 to 43, Records of said County;
108. Thence North 89°54'03"W, 99.91 feet along the Southerly line of said parcel to its most Southeasterly corner;
109. Thence North 00°00'22"W, 383.31 feet along the Easterly line of said parcel to its most Northeasterly corner;

110. Thence North $88^{\circ}09'10''$ E, 99.95 feet along the most Northerly line of said parcel to the most Southwesterly corner of Parcel Number 3 of said parcel map;
111. Thence along the exterior boundary lines of said Parcel Number 3 to the Southeasterly right-of-way of 11th Street as shown on Amended Map of Victorville recorded in Book 19, Page 89, Records of said County, through the various following courses:
- North $00^{\circ}00'22''$ W, 159.88 feet;
 - North $89^{\circ}49'47''$ W, 227.99 feet;
 - North $42^{\circ}47'00''$ E, 541.31 feet;
 - South $47^{\circ}09'35''$ E, 559.62 feet;
112. Thence North $42^{\circ}48'40''$ E, 1174.16 feet along said Southeasterly right-of-way to the Southwesterly right-of-way of "D" Street (State Highway Number 18) as shown on State Highway Right-of-Way Map Number 985021;
113. Thence South $47^{\circ}39'00''$ E, 19.51 feet along said Southwesterly right-of-way to the beginning of a tangent curve concave Northeasterly having a radius of 380.00 foot;
114. Thence along said curve through a central angle of $53^{\circ}33'16''$ an arc distance of 355.19 feet to a point on a non-tangent curve concave Northeasterly having a radius of 700.00 foot, radial for radius 380.00 feet bears South $11^{\circ}12'16''$ E, radial for radius 700.00 feet bears South $05^{\circ}10'24''$ W;
115. Thence along said curve through a central angle of $27^{\circ}15'07''$ an arc distance of 332.94 feet continuing along said right-of-way to a point on the Northeasterly right-of-way of the Atchison, Topeka, and Santa Fe Railroad Company as shown on State Highway Right-Of-Way Map Number 985014 radial bearing through said point bears South $22^{\circ}04'43''$ E,
116. Thence North $43^{\circ}09'00''$ W, 144.36 feet along said railroad right-of-way to the beginning of a tangent curve concave Northeasterly having a radius of 5779.65 feet;
117. Thence along said curve through a central angle of $01^{\circ}46'10''$ an arc distance of 178.49 feet to a point on the Northwesterly right-of-way line of said State Highway as shown on said State Highway Right-of-Way Map radial bearing through said point bears South $45^{\circ}04'50''$ W;
118. Thence continuing along said curve and said railroad right-of-way through a central angle of $02^{\circ}41'45''$ an arc distance of 271.94 feet to a point which is a distant thereof North $46^{\circ}32'00''$ W, 359.40 feet from the most Southeasterly corner of Lot Number 6 of the Appleton Land and Water Company Subdivision Number 1, recorded in Book 19, Page 79, Records of said County, radial bearing through said point bears South $42^{\circ}23'05''$ W;
119. Thence along the Southeasterly line of said lot, said line also being the Easterly right-of-way of the Mojave River also shown on said Map, through the following various courses:
- North $43^{\circ}28'00''$ E, 100.0 feet;
 - North $46^{\circ}32'00''$ W, 250.0 feet;
 - North $22^{\circ}18'00''$ W, 877.27 feet;
 - North $20^{\circ}37'00''$ W, 400.28 feet;
 - North $18^{\circ}36'00''$ W, 373.59 feet;
 - North $31^{\circ}54'00''$ W, 744.10 feet;
 - North $35^{\circ}32'00''$ W, 366.74 feet;
 - North $50^{\circ}30'00''$ W, 721.73 feet;

120. Thence North $30^{\circ}21'00''$ W, 239.30 feet along said Easterly line to the Southeast corner of Section 4 said point also being the point of beginning.

Containing: 532 Acres More or Less.

DELETION AREA NO. 2

Legal Description for Deletion Area No. 2 is as follows:

1. Beginning at the Northwest corner of Section 17, Township 5 North, Range 4 West, San Bernardino Meridian, County of San Bernardino, State of California, said Northwest corner being the TRUE POINT OF BEGINNING;
2. Thence South along the West line of said Section 17 to the Southwest corner of said Section 17;
3. Thence East along the South line of said Section 17 to the Southwesterly prolongation of the Southeasterly property line of Parcel 3 and Parcel 5 of Parcel Map 11233 as recorded in P.M.B. 126, Pages 98 to 100, Official Records of said County;
4. Thence Northeasterly along said Southeasterly property line to the Northeasterly property corner of said Parcel 5;
5. Thence Northwesterly to the Southeasterly property line of Parcel 6 of said Parcel Map 11233;
6. Thence Northeasterly along said Southeasterly property line of said Parcel 6 and its Northeasterly prolongation to the Northeasterly right-of-way line of La Paz Drive (Hook Road), said right-of-way line also being the Southwesterly property line of Parcel 2 of Parcel Map 380 as recorded in P.M.B. 4, Page 19, Official Records of said County;
7. Thence Northwesterly along said Northeasterly right-of-way line of La Paz Drive to the Southeast property corner of Parcel 3 of Parcel Map 5670 as recorded in P.M.B. 52, Pages 8 and 9, Official Records of said County;
8. Thence North $40^{\circ}46'25''$ East, a distance of 549.40 feet to the Northeast property corner of said Parcel 3;
9. Thence North $48^{\circ}28'15''$ West, a distance of 397.51 feet to the Northwest property corner of said Parcel 3;
10. Thence South $40^{\circ}46'25''$ West, a distance of 510.64 feet to the Southwest property corner of said Parcel 3; said point also being on the Northeasterly right-of-way line of said La Paz Drive (Hook Road);
11. Thence Northwesterly along said Northeasterly right-of-way line of La Paz Drive to the Southeast property corner of Parcel 1 of said Parcel Map 5670;
12. Thence Northeasterly along the Southeasterly line of said Parcel 1 to an angle point of said property line, said point also being on the South right-of-way line of Plaza Drive as shown on said Parcel Map 5670;

13. Thence North along the most Easterly line of said Parcel 1 to the Northeast corner of said Parcel 1; said Northeast corner also being on the South line of the North 1/2 of said Section 17;
14. Thence West along said South line of the North 1/2 of said Section 17 to the East line of the Northwest 1/4 of said Section 17;
14. Thence North along said East line of said Northwest 1/4 to the North line of said Section 17;
16. Thence West along the North line of said Section 17 to the Northwest corner of said Section 17; said Northwest corner being the Point of Beginning.

DELETION AREA NO. 3

Legal Description for Deletion Area No. 3 is as follows:

1. Commencing at the South 1/4 corner of Section 30, Township 6 North, Range 4 West, San Bernardino Meridian;
2. Thence North 02°20'22"W, 979.68 feet;
3. Thence South 89°29'04"W, 10.00 feet to the TRUE POINT OF BEGINNING;
4. Thence South 42°42'25"W, 140.16 feet;
5. Thence North 47°17'18"W, 175.33 feet;
6. Thence South 46°41'25"W, 120.01 feet;
7. Thence North 43°51'02"W, 225.13 feet to the beginning of a tangent curve, concave to the Southwest and having a radius of 286.50 feet;
8. Thence Northwesterly along said curve through a central angle of 50°16'39", an arc distance of 251.41 feet to a point from which a radial line of said curve bears South 4°07'41"E;
9. Thence North 7°52'15"W, 48.67 feet to the point of beginning of the centerline of a strip of land being 10 feet wide as measured at right angles to said centerline of which bears South 82°08'08"W;
10. Thence South 82°08'08"W, along the centerline of said 10 feet wide strip of land a distance of 560 feet, more or less, to the point of termination on the East line of the West half of the Southwest quarter of said Section 30;
11. Thence reversing direction North 82°08'08"E, along the centerline of said 10 feet wide strip of land, a distance of 560 feet more or less to the point of beginning of said 10 feet wide strip of land;
12. Thence leaving said 10 feet wide strip of land, North 7°51'52"W, 65.00 feet;
13. Thence North 82°08'08"E, 120.00 feet;
14. Thence North 78°51'15"E, 338.47 feet;
15. Thence North 85°45'22"E, 510.10 feet;
16. Thence North 66°41'52"E, 130.00 feet;
17. Thence North 89°21'13"E, 130.00 feet;
18. Thence North 74°21'24"E, 179.38 feet;
19. Thence North 52°48'36"W, 44.77 feet;
20. Thence South 85°35'46"E, 245.04 feet;

21. Thence North $60^{\circ}31'33''$ E, 228.24 feet;
22. Thence South $27^{\circ}58'36''$ E, 116.76 feet;
23. Thence South $33^{\circ}01'24''$ W, 294.00 feet;
24. Thence North $52^{\circ}48'36''$ W, 347.61 feet;
25. Thence South $74^{\circ}21'24''$ W, 198.33 feet;
26. Thence South $51^{\circ}43'17''$ W, 145.00 feet;
27. Thence North $75^{\circ}35'51''$ W, 145.00 feet;
28. Thence South $85^{\circ}45'23''$ W, 495.39 feet;
29. Thence South $42^{\circ}24'41''$ E, 241.24 feet;
30. Thence South $24^{\circ}25'22''$ E, 193.00 feet to THE TRUE POINT OF BEGINNING;

DELETION AREA NO. 4

Legal Description for Deletion Area No. 4 is as follows:

1. That portion of the North 1/2 of Section 30, Township 6 North, Range 4 West, San Bernardino Meridian;
2. The TRUE POINT OF BEGINNING being at a point on the South line of said North 1/2 of said Section 30, said point being North 89°13'00"W, 1678.80 feet from the Southeast corner of said North 1/2 of said Section 30;
3. Thence North 0°19'00"E, 250.00 feet;
4. Thence North 89°13'00"W, 871.70 feet;
5. Thence South 0°19'00"W, 250.00 feet to a point on the South line of the North 1/2 of said Section 30;
6. Thence South 89°13'00"E, 871.70 feet to the TRUE POINT OF BEGINNING.

DELETION AREA NO. 5

Legal Description for Deletion Area No. 5 is as follows:

1. That portion of the North 1/2 of Section 30, Township 6 North, Range 4 West, San Bernardino Base and Meridian, according to the Official Plat thereof, described as follows:
2. COMMENCING at the Northeast corner of said Section 30;
3. Thence South 450.00 feet, along the East line of said Section, to a point thereon, said point being the intersection of said East line with a line that is parallel with and 450.00 feet South of the North line of said Section;
4. Thence West 1320.00 feet, along said parallel line to the True Point of Beginning;
5. Thence from said True Point of Beginning, continuing West along said parallel line to a point which is 843.07 feet East of the West line of said Section 30;
6. Thence South $15^{\circ}22'35''$ East, 469.28 feet to a point on a line which is parallel with and 900.00 feet South of the North line of said Section 30; said point being 968.17 feet East of the West line of said Section;
7. Thence East parallel with the North line of said Section 30 to a point which is South of the true point of beginning.
8. Thence North 450.00 feet to the True Point of Beginning.

DELETION AREA NO. 6

Legal Description for Deletion Area No. 6 is as follows:

That portion of the West 1/2 of the Southwest 1/4 of Section 30, Township 6 North, Range 4 West, San Bernardino Meridian, lying Southeasterly of the Southeasterly line of a strip of land 200 feet wide, described in a document recorded as 86-125948 in Official Records of San Bernardino County, State of California.

DELETION AREA NO. 7

Legal Description for Deletion Area No. 7 being described as Parcel 1 and Parcel 2 is as follows:

Parcel 1:

The West 1/2 of the Southwest 1/4 of Section 30, Township 6 North, Range 4 West, San Bernardino Base and Meridian that lies Westerly and Northwesterly of the Northwesterly line of a 200 feet wide strip of land as described in a document recorded as 86-125948 in Official Records of County of San Bernardino, State of California.

EXCEPTING therefrom that portion thereof lying within the following described property:

Commencing at the common corner of Sections 30 and 31, Township 6 North, Range 4 West, San Bernardino Base and Meridian, and Sections 25 and 36, Township 6 North, Range 5 West, San Bernardino Meridian; thence Easterly along the South line of Section 30, 225 feet; thence Northerly 961 feet to the Southerly line of the Adelanto Road; thence South 75°06' West 475.20 feet along the Southerly line of said road; thence South 7°52' West 845.16 feet to the South line of Section 25; thence East 350 feet along the South line of said Section 25 to the point of beginning.

Parcel 2:

That portion of Section 25, Township 6 North, Range 5 West, San Bernardino Meridian, according to the Official Plat of said land approved by the Surveyor General, dated September 3, 1855, described as follows:

COMMENCING at the East 1/4 corner of Section 25; thence South along the East line of the Southeast 1/4 of Section 25 to the Southeast corner thereof; thence West along the South line of the Southeast 1/4 of said Section 25, 350 feet; thence in a direct line in a Northerly direction to the East 1/4 corner of said Section 25.

EXCEPTING THEREFROM that portion thereof lying with the following described property:

COMMENCING at the common corner of Sections 30 and 31, Township 6 North, Range 4 West, San Bernardino Meridian, and Sections 25 and 36, Township 6 North, Range 5 West, San Bernardino Meridian; thence Easterly along the South line of Section 30, 225 feet; thence Northerly 961 feet to the Southerly line of the Adelanto Road; thence South 75°06' West 475.20 feet along the Southerly line of said road; thence South 7°52' West 845.16 feet to the South line of Section 25; thence East 350 feet along the South line of said Section 25 to the point of beginning.

EXHIBIT C

PROJECT IMPROVEMENTS LIST

EXHIBIT C
PROJECT IMPROVEMENT LIST
for the
1993 VICTOR VALLEY REDEVELOPMENT PROJECT

I. AIR BASE IMPROVEMENTS

Land Acquisition

North, East & South of Base (2000 acres)

Preparation

Grading

Building Removal

Clearing and Drainage

Airport Pavement

Pavement Rehabilitation

Parallel Taxiways

Other Taxiways/Hold Apron

Helipads

Runway Extension (2,000 feet)

Airport Lighting and Navaids

Taxiway Lighting

Runway End Identifier Lights

Precision Approach Path Indicators

High Density Runway Lights

VOR/DME

Outer Marker Beacon

Access Roads and Parking

Terminal Circulation

Terminal Parking

East Side Access

Perimeter Road

Existing Streets Reconstruction

Buildings

Existing Buildings to Code

Building Modifications

Other Building Improvements

New Passenger Terminal

T-Hangars

Urban Serving and Related Facilities

Emergency Operation Equipment Center

Transit Center

Reclaimed Water Systems

Median Movements, Landscape & Related Facilities

Security Fencing

Fire Department & Related Facilities

Fire Department Facilities

Aircraft Fire Fighting Truck

Park and Recreation and Related Facilities

George AFB Renovation/Expansion (Rec./Golf/Related)

Miscellaneous

Fencing
Noise Monitoring System
Fire Trucks/Equipment
Vehicular/Maintenance Equipment
Aircraft Tie Down Anchors
Signing

Planning and Construction Administration Contingency

II. TRANSPORTATION/CIRCULATION IMPROVEMENTS

This section includes improvements needed to provide access to the Air Base and to upgrade deficient roadways in support of reuse of the Air Base.

1. Town of Apple Valley

I-15 Apple Valley Road Interchange
Alt SR 18-I-15 to Bell Mt. Road
State Route 18 Widening
Apple Valley Road - SR18 to I-15
Stoddard Wells Road - I-15 Boundary
Johnson Road-Stoddard Wells Boundary
Other Major Streets - 7.7 Miles Secondary

2. City of Hesperia

Mojave Street I-15 to Maple Avenue
Hesperia Road Widening/Doherty Street to Mesa Street (50%)
Maple Avenue Widening Bear Valley Road to Mojave (50%)
East/West Road Grade Separation (Regional)
East/West Road Widening Maple to "I" Avenue (Regional)
North/South Road Widening Bear Valley/Mojave (4 lanes approximately one mile west of Hesperia Road (Regional)
North/South Road Widening Bear Valley (4 lanes approximately one mile east of Hesperia Road) (Regional)

3. City of Victorville

Freeway Improvements

I-15 - National Trails Interchange
I-15 - Nisqually Road Overpass
I-15 - Rancho Road Interchange
I-15 - Mojave Drive Interchange

Super Arterial Improvements

Bear Valley Road from I-15 to Caughlin (8.0 miles)
Bear Valley Road from I-15 to Ridgecrest Road (4.0 miles)
Mojave Drive from I-15 to Caughline Road (9.8 miles)
Highway 395 from Bear Valley Road to Air Base Road (7.0 miles)

Major Arterial Improvements

Palmdale Road from Caughlin Road to I-15 (9.3 miles)
Rancho Road from Highway 395 to National Trails (5.7 miles)
Rancho Road from National Trails to I-15 (3.0 miles)
National Trails from Rancho Road to I-15 (1.0 miles)
Amethyst Road from Bear Valley Road to Palmdale Road (2.4 miles)
Amethyst Road from Palmdale Road to Mojave Drive (1.5 miles)
Amethyst Road from Mojave Drive to Air Base Road (2.3 miles)
Green Tree Boulevard from Hesperia Road to Ridgecrest Road (1.0 miles)
Green Tree/Yucca Loma Bridge

Arterial Improvements

Air Base Road from Highway 395 to National Trails (5.4 miles)
Air Base Road - Addition of 2 lanes
La Mesa Road from Highway 395 to Triple Tree Road (2.2 miles)
Seneca Road from Hesperia Road to Green Tree Road (2.0 miles)
Topaz Road from Bear Valley Road to Seneca Road (3.0 miles)
El Evado Road from Seneca Road to Mojave Drive (1.0 mile)
El Evado Road from Palmdale Road to Hopland Street (2.7 miles)
El Evado Road from Hopland Street to Rancho Road (1.0 mile)
El Evado Road from Rancho Road to Air Base Road (.08 mile)
Stoddard Wells from I-15 to Highway 18 (2.5 miles)
National Trails from Air Base Road to Rancho Road (.08 mile)
National Trails - Addition of 2 lanes
Highway 395 Parallels from Bear Valley Road to Air Base Road (16.0 miles)
Amargosa Road from La Mesa Road to Dos Palmas (1.2 miles)
Amargosa Road from Dos Palmas to Palmdale Road (0.5 mile)
Amargosa Road from Tawney Ridge to Village Drive (0.5 mile)
Amargosa Road from Village Drive to Rancho Road (1.0 mile)
Amargosa Road from Rancho Road to Air Base Road (0.5 mile)
Mariposa Road from Bear Valley Road to Green Tree Boulevard (3.0 miles)
Hesperia Road from Highway 18 to Seneca Road (1.6 miles)
Seventh Avenue from Green Tree Boulevard to Ottawa Street (0.6 mile)
Seventh Avenue from Ottawa Street to Nisqualli Road (0.5 miles)
Seventh Avenue from Nisqualli Road to Bear Valley Road (1.0 mile)
Third Avenue from Green Tree Boulevard to Nisqualli Road (1.0 mile)
Third Avenue from Nisqualli Road to Bear Valley Road (1.0 mile)
Ridgecrest Road from Bear Valley Road to Green Tree Boulevard (2.0 miles)
Median Movements, landscape and related facilities

Signalization

Citywide (40 ea)
Connections to local streets

4. San Bernardino County

Traffic Signal (Oak Hills Area)
Traffic Signal (Oak Hills Area)
Traffic Signal (Helendale/Oro Grande)
Railroad Crossing (Helendale/Oro Grande)
Colusa Road - Helendale Road to 395 (Helendale/Oro Grande - Construct two lane roads)
Signal at Colusa
Adelanto Road from Colusa Road to Sonoma Road (Helendale/Oro Grande)
Helendale Road from Colusa Road to Mourning Glory Road (Helendale/Oro Grande)
National Trails Highway from Project Boundary to Brymon Road (2.0 miles)
National Trails Highway - Victorville City Limits to Bonanza (Widen to four lane divided highway)
National Trails Highway - Oro Grande Underpass Drainage/Alignment Studies
National Trails Highway - Mojave River Crossing at Mojave Narrows
National Trails Highway - Underpass Northeast - resurface/drainage construction
Helendale - Linson Road to Brymon (Construct two lane road)
Linson Avenue - Helendale Road to Shay (Construct two lane road)
Shay - Victorville City Limits to Linson (Improve two lane road)
Adelanto Road - Adelanto City Limits to Colusa Road (Construct two lane road)

III. STORM DRAIN/FLOOD CONTROL SYSTEM IMPROVEMENTS

1. Town of Apple Valley
Winston-Desert Knolls
Corwin Road-West of Bell Mt. Road
Bell Mt. Road - Near Corwin
Highway 18 at boundary
Thunderbird Road - East of I-18
2. City of Hesperia
Drainage Channel/Storm Drain Improvements
3. City of Victorville
Storm Drain Master Plann - Capital Improvement and Related Facilities
Line D-01
Line D-02
Line D-03
Line E-01
Line E-02
Line E-03
Line E-04
Line E-05
Line E-06
Line E-07
Line F-01
Bell Mountain Wash
Green Tree Drainage & Related Facilities
Detention Basin - Oro Grande Wash
Water Reclaimed System & Distribution Facility
4. San Bernardino County
Storm Drain Improvements

IV. WATER SYSTEM IMPROVEMENTS

1. Town of Apple Valley
Water Lines in Major Streets
Ten million gallon capacity water reservoir; welded steel above ground construction; cost includes land acquisition
2. City of Hesperia
Water Line Extension - Santa Fe Area
North Central Water System
3. San Bernardino County
Water System Improvements

V. SEWER SYSTEM IMPROVEMENTS

1. City of Apple Valley
Sewer System Improvements
2. City of Hesperia
Sewer Trunk Line - Eucalyptus
Sewer Reclamation Site & Life
3. County of San Bernardino
Sewer System Improvements

VI. COMMUNITY FACILITIES PROGRAMS

1. City of Hesperia

Park Sites (2) in RSA's 8 and 9
Fire Station - 11th & Eucalyptus
School Sites

VII. COMMUNITY DEVELOPMENT PROGRAMS

1. All Areas

Off-Site Improvements
Land Development

VIII. HOUSING - LOW/MODERATE INCOME ASSISTANCE

As provided by Section 33334.2(a) of the Health and Safety Code (unless certain findings are made), not less than 20 percent of all tax increment allocated to VVEDA shall be "used by the agency for the purpose of increasing, improving, or preserving the community's supply of low and moderate income housing." It is contemplated that this assistance will be provided in the form of rehabilitation loans and grants to low and moderate income housing owners and renters, through the preservation of low and moderate income housing units and potential development of new housing for owner and renter occupied units, and through the encouragement of development of rental units held at low and moderate income levels.

IX. PROJECT ADMINISTRATION AND PLANNING

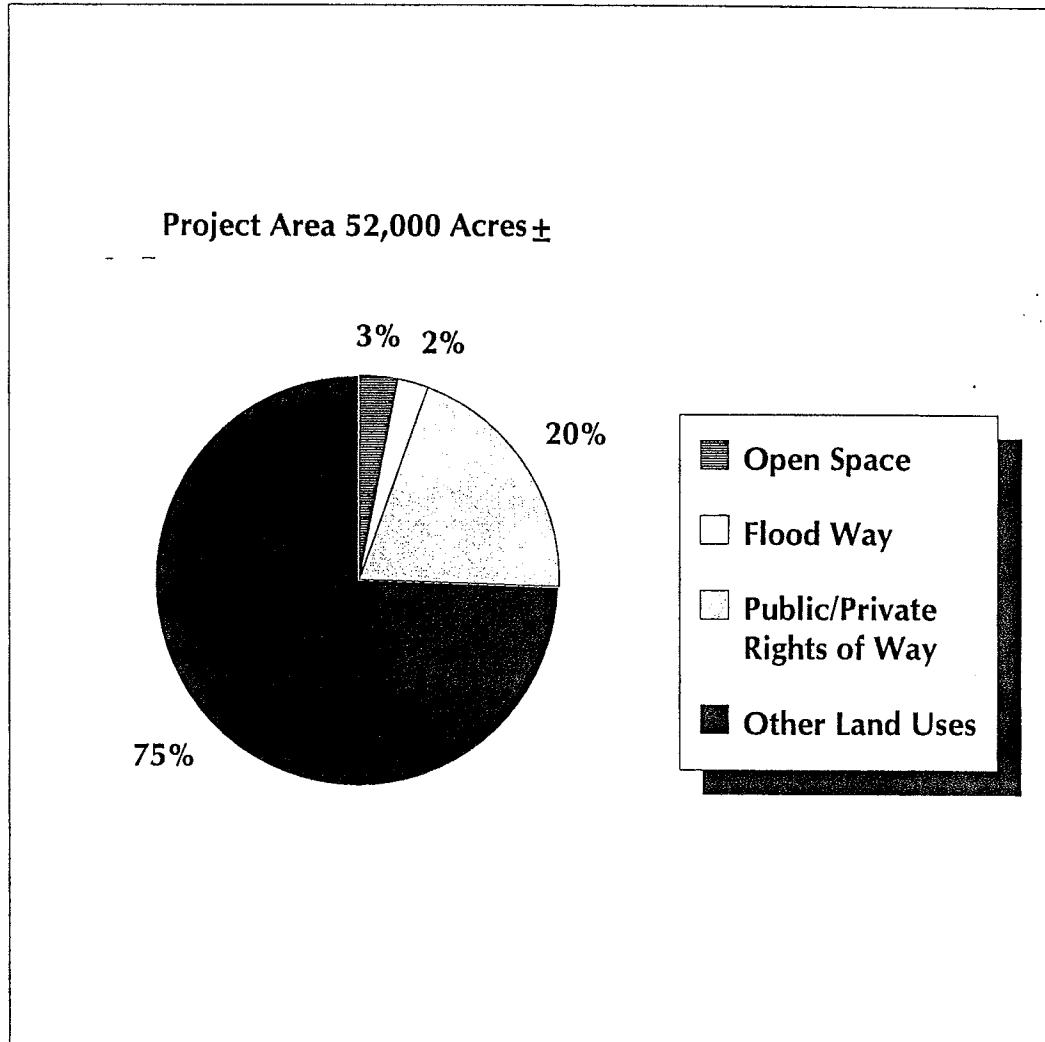
VVEDA will pay for planning and administration costs associated with implementation of the Plan. Over the life of the Plan it is estimated that such costs will total less than five percent (5%) of the total tax increment collected.

EXHIBIT D

DIAGRAM ON OPEN SPACE

EXHIBIT D

DIAGRAM ON OPEN SPACE



Open Space	1,725	3.45%
Flood Way	1,296	2.50%
Public/Private Rights of Way	10,359	19.92%
Other Land Uses	38,550	19.92%

